#### TOWN OF DANDRIDGE, TENNESSEE BOARD OF MAYOR AND ALDERMEN

Regular BMA Meeting October 21, 2025 - 6:00 p.m.

#### **AGENDA**

- CALL TO ORDER
- ROLL CALL

#### > PUBLIC HEARING

- Second and Final Reading of Ordinance 25/26-06 Rezone B-2 to R-1 (Lakeview Dr.) Map 068E –
  Group C Parcel 014.00
- Second and Final Reading of Ordinance 25/26-08 Amending the Zoning Ordinance: Section 14-603 Customary Home Occupation
- Second and Final Reading of Ordinance 25/26-07 Rezone B-2 to Mixed-Use Development (M.U.D) (Hwy 25-70 W) Map 068O Group A Parcels 006.00 & 006.01

#### > BMA

- I. READING OF THE MINUTES
  - September 9, 2025 Regular Session
- II. PUBLIC PRESENTATIONS/COMMENTS
- III. PRESENTATION OF PETITIONS, MEMORIALS, REMONSTRANCES, AND COMMUNICATIONS
- IV. BUSINESS PRESENTED BY THE MAYOR
- V. FINANCIAL REPORT BY THE TOWN RECORDER
- VI. PRESENTATION OF ORDINANCES AND RESOLUTIONS
  - Resolution 25/26-08 Honoring Brazelton Lodge #190 on the Occasion of Its 175th Anniversary
  - First Reading of Ordinance 25/26-09 Rezone R-1 to B-4 (1130 Squirewood Way) Map 0680 —
    Group B Parcels 001.01, 011.00, 001.02, & 010.00
  - First Reading of Ordinance 25/26-10 Amending Title 18, Chapter 1, Section 106 of the Dandridge Municipal Code to Update Water Fee Structure
  - Second and Final Reading of Ordinance 25/26-06 Rezone B-2 to R-1 (Lakeview Dr.) Map 068E Group C Parcel 014.00

- Second and Final Reading of Ordinance 25/26-08 Amending the Zoning Ordinance: Section 14-603 — Customary Home Occupation
- Second and Final Reading of Ordinance 25/26-07 Rezone B-2 to Mixed-Use Development (M.U.D) (Hwy 25-70 W) Map 0680 – Group A – Parcels 006.00 & 006.01

#### VII. OLD BUSINESS

#### VIII. NEW BUSINESS

- Jefferson County Alliance Update
- Approval of Tourism Enhancement Grant Contract
- Approval of Sidewalk at Greenway McGaha Enterprises: \$7,270
- Approval of Fencing at Greenway Shoemaker Fencing: \$3,895
- Approval of Retaining Wall at Greenway Integration Technology: \$6,970
- Approval of Knuckle Boom Truck Transmission Purchase Premier Truck Group of Knoxville:
   \$12,267.90
- Approval to Purchase CPR Manikins with Opioid Funds \$5,400
- Approval for DVFD to Purchase 27 SCBA Air Packs Utilizing HGACBUY Cooperative Pricing
   \$39,302.01
- Approval of LPRF Bids at Field of Dreams
- Approval of Quotes for Town Hall and Visitor Center Painting Semo's Painting: \$18,650
- Approval of Quotes for Town Hall Carpet Replacement Phil's Carpets and Flooring: \$6,987.51
- Approval of Quotes for ADA improvements (Town Hall Counter) Clinch Mountain Cabintery:
   \$2,148
- Approval to Surplus property
- Discussion of 250<sup>th</sup> Celebration of America
- Discussion of PayScale and Benefits
- Discussion of Merriment on Main

#### IX. MISCELLANEOUS

#### X. ADJOURNMENT

Zachary Reese, Town Recorder (AGENDA-BMA-102125)

#### TOWN OF DANDRIDGE, TENNESSEE BOARD OF MAYOR AND ALDERMEN

#### Regular Meeting 9 September 2025

#### I. CALL TO ORDER

- A. The Dandridge Board of Mayor and Aldermen (BMA) met in a regular session in Dandridge, Tennessee on Tuesday, the 9<sup>th</sup> day of September 2025.
- B. Mayor MIKE CHAMBERS was present and presiding and called the meeting to order.

#### II, ROLL CALL

- A. A roll call of the BMA was conducted with the following members responding:
  - Mayor MIKE CHAMBERS
  - Alderman STEPHANIE CHURCHWELL
  - Alderman JESSICA ELDER
  - Alderman GEORGE GANTTE
  - Vice-Mayor TODD KESTERSON
  - Alderman ELLEN LONGMIRE

#### ABSENT:

- Alderman JEFF DEPEW
- B. A quorum being present, the following business was conducted and entered on the record:

#### III. PUBLIC HEARING

Second and Final Reading of Ordinance 25/26-03 Rezone R-1 to B-2 (271 Milldale Rd) Map 057 – Parcel 063.00

No Public Comments

Second and Final Reading of Ordinance 25/26-04 Rezone R-1 to B-2 (267 Milldale Rd) Map 057 – Parcel 062.00

No Public Comments

#### IV. READING OF THE MINUTES

It came on a motion by Alderman ELDER, seconded by Alderman GANTTE, to approve the Regular Session minutes of the August 12, 2025, meeting as written (Vice-Mayor Kesterson Abstain)

On a voice vote, the motion passed unanimously and was so ordered.

#### V. PUBLIC PRESENTATIONS/COMMENTS

Thad Kirkpatrick — With the new nature trail behind the library would like to see it monitored well and only allow people out there during daylight hours. Would also like the town to look for ways to add more parking downtown.

## VI. PRESENTATION OF PETITIONS, MEMORIALS, REMONSTRANCES, AND COMMUNICATIONS

None Presented

#### VII. BUSINESS PRESENTED BY THE MAYOR

None Presented

#### VIII. FINANCIAL REPORT BY THE TOWN RECORDER

Bank Balance:

BMA Acct:

\$6,242,883.29

DVFD Balance:

\$ 362,353.56

Drug Fund Balance:

\$ 25,063.97

DWMF Balance:

\$ 4,178,384.71

#### IX. PRESENTATION OF ORDINANCES AND RESOLUTIONS

Second and Final Reading of Ordinance 25/26-03 Rezone R-1 to B-2 (271 Milldale Rd) Map 057 – Parcel 063.00

It came on a motion by Alderman GANTTE, seconded by Vice-Mayor KESTERSON, to approve Ordinance 25/26-03 on second and final reading.

A roll call was asked for and the BMA responded as follows:

Alderman CHURCHWELL AYE
Alderman ELDER AYE
Alderman GANTTE AYE
Vice-Mayor KESTERSON AYE
Alderman LONGMIRE AYE
Mayor CHAMBERS AYE

On a roll call vote, the motion passed unanimously and was so ordered

Second and Final Reading of Ordinance 25/26-04 Rezone R-1 to B-2 (267 Milldale Rd) Map 057 — Parcel 062.00

It came on a motion by Alderman CHURCHWELL, seconded by Alderman LONGMIRE, to approve Ordinance 25/26-04 on second and final reading.

A roll call was asked for and the BMA responded as follows:

Alderman CHURCHWELL AYE
Alderman ELDER AYE
Alderman GANTTE AYE
Vice-Mayor KESTERSON AYE
Alderman LONGMIRE AYE
Mayor CHAMBERS AYE

On a roll call vote, the motion passed unanimously and was so ordered

First Reading of Ordinance 25/26-06 Rezone B-2 to R-1 (Lakeview Dr.) Map 068E - Group C - Parcel 014.00

Town Administrator Shockley — Comes as a recommendation from planning commission. Property directly across the street from Maury. The property was once a R-1 but was rezoned B-2..owners are requesting rezone back to R-1. Property owners purchased property to build a church. It is zoned B-2 which is allowable for a church. They want to bring in a portable building until they can raise enough money to build a permanent building. With it being zoned B-2, it fell under the umbrella of the Design Review Committee and they voted that it didn't meet their guidelines. Churches are allowed in a R-1 zone with a special exception and wouldn't fall under DRC guidelines. There are R-1 zones surrounding this property so it wouldn't be spot zoning. Next step will be for them to come back and ask for special exemption to put a church in R-1 zone.

It came on a motion by Alderman GANTTE, seconded by Vice-Mayor KESTERSON, to approve Ordinance 25/26-06 on first reading.

A roll call was asked for and the BMA responded as follows:

Alderman CHURCHWELL	AYE
Alderman CHURCH WELL	
Alderman ELDER	AYE
Alderman GANTTE	AYE
Vice-Mayor KESTERSON	AYE
Alderman LONGMIRE	AYE
Mayor CHAMBERS	AYE

On a roll call vote, the motion passed unanimously and was so ordered

• First Reading of Ordinance 25/26-07 Rezone B-2 to R-3 (Hwy 25-70 W) Map 068O – Group A – Portion of Parcels 006.00 & 006.01

Town Building Inspector Terry Reneau — Property is currently zoned all B-2 and the property owners would like to implement some residential as well into the development. The planning commission recommendation is to rezone as a mixed-use development instead of a R-3. The concept plan would have to come back through planning but they need to know they could get property rezoned before doing all the engineering. The residential portion would have to meet all the density requirements for a R-3 zone. This would allow them to have both commercial and residential properties. A MUD would require a concept plan that the town could have some input to as for the amenities provided and the developer would have to stick to that concept plan. This would need TDOT approval on the entrances because of the size of the development. Some ideas for MUD amenities are clubhouses, pools, walking trails, playgrounds. We will have to determine flow to see if our system can handle it... developer states that they would upgrade system to handle it if needed. Developer also says he would open to adding sidewalks from development to food city area.

It came on a motion by Alderman ELDER, seconded by Vice-Mayor KESTERSON, to approve Ordinance 25/26-07 on first reading, rezoning from B-2 to Mixed-Use Development (M.U.D).

A roll call was asked for and the BMA responded as follows:

Alderman CHURCHWELL	AYE
Alderman ELDER	AYE
Alderman GANTTE	AYE
Vice-Mayor KESTERSON	AYE
Alderman LONGMIRE	AYE
Mayor CHAMBERS	AYE

On a roll call vote, the motion passed unanimously and was so ordered

 First Reading of Ordinance 25/26-08 Amending the Zoning Ordinance: Section 14-603 — Customary Home Occupation

Town Building Inspector Terry Reneau – Amended ordinance to allow home occupations in an accessory building as a special exception. If an owner wants to use an accessory building as a home occupation they would have to come before the BZA and get permission on a case by case basis.

It came on a motion by Alderman GANTTE, seconded by Alderman LONGMIRE, to approve Ordinance 25/26-08 on first reading

A roll call was asked for and the BMA responded as follows:

Alderman CHURCHWELL	AYE
Alderman ELDER	AYE
Alderman GANTTE	AYE
Vice-Mayor KESTERSON	AYE
Alderman LONGMIRE	AYE
Mayor CHAMBERS	AYE

On a roll call vote, the motion passed unanimously and was so ordered

• Resolution 25/26-07 Adopting the 2025 Jefferson County Natural Hazard Mitigation Plan

Town Administrator Shockley — This will be revising our 2019 FEMA Hazard Mitigation Plan. Have worked with FEMA and other municipalities in the county. For Dandridge, our mitigation would be: creating additional culverts around town, generators for essential buildings, and buffer zones for wildfires around public buildings. By participating, this opens us up for grant funding opportunities.

It came on a motion by Alderman ELDER, seconded by Alderman CHURCHWELL, to approve Resolution 25/26-07.

On a voice vote, the motion passed unanimously and was so ordered.

#### X. OLD BUSINESS

None Presented

#### XI. NEW BUSINESS

 Approval for Dandridge Police Department to Purchase Firearms on State-Wide Contract (Craig's Firearms) -\$9,685

Town Administrator Shockley – This was a budgeted item. Purchase 13 new side-arm pistols with new sights for each officer. We will getting 13 instead of 12 to have one extra that we can use if needed in emergency situation. Addresses compatibility with other departments. Trading back in existing glock-22's.

It came on a motion by Alderman GANTTE, seconded by Vice-Mayor KESTERSON, to approve the purchase of 13 new firearms for DPD utilizing Craig's Firearms SWC (\$9,685).

A roll call was asked for and the BMA responded as follows:

	AXZTO
Alderman CHURCHWELL	AYE
Alderman ELDER	AYE
Alderman GANTTE	AYE
Vice-Mayor KESTERSON	AYE
Alderman LONGMIRE	AYE
Mayor CHAMBERS	AYE

On a roll call vote, the motion passed unanimously and was so ordered

Discussion of DWMF Feasibility Study

Town Administrator Shockley — Looking at different ways to get more water. The KUB line is essentially maxed as it is and the ability to get water from Jefferson City is non-existent. Looked at Witt Utility as an option but it isn't feasible within our timeframe. This is to hire Hatfield, Allen, & Associates to create a feasibility study to combine the two departments (Dandridge and Shady Grove Utility) and create a water treatment facility that would be utilized by both entities. Our half of the feasibility study would be \$23,750. Becoming a water producer is in the best future interest of the town rather than continuing to be a water purchaser.

**DWMF Tana Benson** – Feasibility study will cover everything including how the entity would be set up and governed. Funds will come from the water department.

It came on a motion by Vice-Mayor KESTERSON, seconded by Alderman GANTTE, to approve the purchase of the DWMF Feasibility Study with Hatfield, Allen, & Associates for \$23,750

A roll call was asked for and the BMA responded as follows:

Alderman CHURCHWELL

Alderman ELDER	AYE
Alderman GANTTE	AYE
Vice-Mayor KESTERSON	AYE
Alderman LONGMIRE	AYE
Mayor CHAMBERS	AYE

On a roll call vote, the motion passed unanimously and was so ordered

Discussion/Consideration of Dandridge Library Request for Funds

Town Administrator Shockley – Previously committed \$800,000 towards the new Dandridge Library project. The library board has approached about concern with working capital and the funds they have and with this being a reimbursement grant. They have requested \$200,000 in working capital to add to their cash on hand. The bid will go out the first of October, no money will go to them until the budget is established and we know the project will be moving forward.

It came on a motion by Alderman GANTTE, seconded by Alderman ELDER, to pay the \$200,000 up front once the contract is awarded and project budget is established. Existing funds must be verified and if project costs are more than budget, verification of where extra funding will come from must be presented to board.

A roll call was asked for and the BMA responded as follows:

Alderman CHURCHWELL	AYE
Alderman ELDER	AYE
Alderman GANTTE	AYE
Vice-Mayor KESTERSON	AYE
Alderman LONGMIRE	AYE
Mayor CHAMBERS	AYE

On a roll call vote, the motion passed unanimously and was so ordered.

#### DEPARTMENT HEAD UPDATES XII.

- Finance Kendall Moore
  - o Auditors have been for preliminary field work and will be back at the end of the month to complete
- Dandridge Water Management Tana Benson
  - o 12 water taps and 6 sewer taps
  - o Patriot Landing work is underway
  - o ARC job is underway
  - Grateful to her crew and public works for the work done with Isabell Drive Emergency, A lot of hours and true team effort
- Parks and Rec James Baker
  - o Two expos the past two weekends
  - o Fall baseball and broncos going well
  - October 1 is basketball signups
  - o Introduces Dylan Wells and new program coordinator
- Police Chief Batts
  - Awarded TN Highway Safety Grant for \$25,000 that can be used for DUI overtime and equipment
  - Thanks to board for new firearms. They will have optics and DPD will be hosting a training on October 8/9 with THP
  - 500 complaints in August
- Building and Codes Terry Reneau
  - Approved in Planning: Patriot Landing Resub, Price Properties on Milldale is seeking input from town on what is needed, Site plan for addition at Pediatric Dental
  - New heal and foot medical facility in Patriot Square

- o Prospective developer on justice center drive looking at a combination of Fed-Ex store and restaurant
- DVFD Andy Riley
  - o New boat hoping to be delivered Wednesday of next week
  - o Update on new fire truck Cab and Chassis coming up assembly line in mid October.
- Town Administrator Shockley
  - Next Tuesday at 11:00 we will be meeting about the 250<sup>th</sup> celebration in Dandridge
  - o Greenway project has been graded out and we were awarded Tourism Enhancement Grant to be used for this project. Donald has met with paver and we are looking at that route
  - New Nameplates for Board Members
  - Music on the town ongoing 20<sup>th</sup> anniversary
  - o Scarecrow contest is going on downtown
  - o Farmers market thru Sept. 19, this has been their best year ever in terms of sales
  - o Employee Picnic at FOD on Wednesday October 29
  - o Kendall, Michelle, and myself attended comptroller training this past week. Zach recently completed CMFO so we now have 4 on staff
  - October meeting moved due to fall break October 21st
  - o November and December combined due to veterans day December 9

#### XIII. MISCELLANEOUS

#### XIV. ADJOURNMENT

It came on a motion by Alderman GANTTE, seconded by Alderman ELDER, that the meeting of September 9, 2025, be adjourned.

On a voice vote, the motion passed unanimously, and was so ordered.

	ATTEST:		
Mike Chambers, Mayor		Zach Reese, Town Recorder	
MINUTES-BMA-090925			

#### RESOLUTION 25/26-08

#### TOWN OF DANDRIDGE, TENNESSEE

#### A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DANDRIDGE, TENNESSEE HONORING BRAZELTON LODGE #190 ON THE OCCASION OF ITS 175TH ANNIVERSARY

WHEREAS, Brazelton Lodge No. 190, Free and Accepted Masons, was chartered October 7, 1850, and has since stood as a pillar of integrity, fraternity, and community service in Dandridge, Tennessee; and

WHEREAS, for 175 years, Brazelton Lodge #190 has exemplified the enduring principles of Freemasonry, including brotherly love, relief, and truth, fostering fellowship among its members and contributing generously to civic and charitable endeavors throughout our town; and

WHEREAS, the Lodge has continuously upheld traditions of moral uprightness, personal development, and service to others, while supporting veterans, youth programs, and local education initiatives, thereby enriching the lives of countless residents of Dandridge and surrounding communities; and

WHEREAS, Brazelton Lodge #190 represents a living legacy of community leadership and spiritual strength, reflecting the enduring values that have helped shape Dandridge as Tennessee's second oldest town and a place of unity, heritage, and pride; and

WHEREAS, it is fitting and proper that the Town of Dandridge honor institutions that have faithfully served the public and advanced the common good for generations;

NOW, THEREFORE, be it resolved that we, the Dandridge Board of Mayor and Aldermen, on behalf of the citizens of Dandridge, Tennessee, do hereby recognize and congratulate Brazelton Lodge #190 on the occasion of its 175th Anniversary, and express our deepest gratitude for its steadfast contributions to the life and spirit of our community.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Dandridge to be affixed this 21st day of October 2025.

Mayor			
ATTEST:			
Town Recorder			

#### ORDINANCE NUMBER 25/26-09

AN ORDINANCE AMENDING THE "ZONING MAP OF THE TOWN OF DANDRIDGE, TENNESSEE" A COMPONENT OF THE "ZONING ORDINANCE OF THE TOWN OF DANDRIDGE, TENNESSEE" FROM A R-1, LOW DENSITY RESIDENTIAL DISTRICT TO A B-4, RESIDENTIAL/COMMERCIAL RESORT DISTRICT

(1130 Squirewood Way – Map 068O – Group B – Parcels 001.01, 011.00, 001.02, 010.00)

WHEREAS, the Dandridge Board of Mayor and Aldermen, in accordance with section 13-7-204 of the Tennessee Code, may from time to time amend the town's zoning ordinance, including the zoning map; and

WHEREAS, the Dandridge Municipal/Regional Planning Commission has recommended said properties be rezoned from R-1 Low Density Residential District to B-4 Residential/Commercial Resort District and forward its recommendation to the Dandridge Board of Mayor and Aldermen regarding the amendment to the "Zoning Map of Dandridge, Tennessee";

**NOW, THEREFORE BE IT ORDAINED** by the Dandridge Board of Mayor and Aldermen of Dandridge, Tennessee that:

Section 1. The Dandridge Zoning Map is hereby amended by rezoning Parcels 001.01, 011.00, 001.02, & 010.00 of Jefferson County Tax Map 068O Group B, from R-1 (Low Density Residential District) to B-4 (Residential/Commercial Resort District). Said territory located at 1130 Squirewood Way; and being more clearly defined by the attached map that is made a part of this ordinance:

**Section 2.** This ordinance shall be effective from and after its passage and publication, as required by Section 13-7-203 of *Tennessee Code Annotated*, the public welfare requiring it.

Dandridge Municipal Planning Commission Approved on: 10/21/25

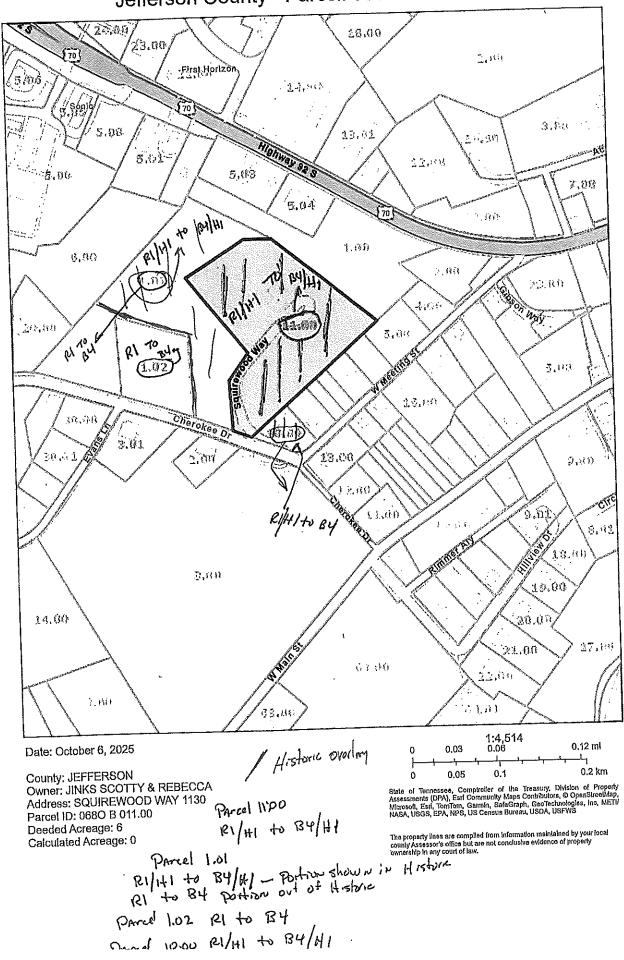
Passed on First Reading: October 21, 2025

Passed on Second Reading: December 9, 2025

Public Hearing Date: December 9, 2025

Recorder
ı

Jefferson County - Parcel: 068O B 011.00



#### ORDINANCE NO. 25/26-10

## AN ORDINANCE TO AMEND TITLE 18 CHAPTER 1 SECTION 106 OF THE DANDRIDGE MUNICIPAL CODE

(Updating Water Fee Structure)

WHEREAS, The Board of Mayor and Aldermen of the Town of Dandridge, in its capacity as the Town's Water Commission, has determined it is necessary to increase the water and sewer rates to provide funds sufficient to pay the reasonable expenses of operation, repair and maintenance, to provide for the payment of principal and interest on previously executed bonds, and maintain an adequate depreciation account; and

WHEREAS, the Board of Mayor and Aldermen find that the rates set forth herein below are just, reasonable and equitable and shall provide sufficient funds to pay the reasonable expenses of operation, repair and maintenance, to provide for the payment of principal and interest on previously executed bonds, capital improvements and maintain an adequate depreciation account.

**NOW, THEREFORE, BE IT ORDAINED** by the Town of Dandridge Board of Mayor and Alderman that effective DECEMBER 9, 2025, the following rates shall be applicable to the users of the water and sewer services of the Town of Dandridge Water Department:

#### DANDRIDGE WATER FEE SCHEDULE

New Water & Sewer Tap	Total	Water	Sewer	Acct. Setup
Residential-Inside City	\$2,100	\$1,000	\$1,000	\$100
Residential-Inside City (before 1972)	\$1,200	\$1,000	\$100	\$100
Residential-Outside City	\$3,100	\$1,500	\$1,500	\$100
Commercial/Industrial-Inside City	\$3,100	\$1,500	\$1,500	\$100
Commercial/Industrial-Outside City	\$4,100	\$2,000	\$2,000	\$100
Deerwood	\$3,100	\$3,000	-	\$100
Tap Type & Size*	Total	Water	Sewer	and the second of the second o
12	\$2,000	\$1,000	\$1,000	
2"	\$6,000	\$3,000	\$3,000	
4" (Spanie Schleiche Anderschleiche Steine St	\$14,000	\$7,000	\$7,000	
6"	\$22,000	\$11,000	\$11,000	

<sup>\*</sup>Increase in tap size cost shall be added to corresponding tap fee structure.

#### **CONNECTION FEES**

Account Setup Fee \$100

#### WATER TAP

3/2"	\$1,500 + cost of road crossing, if required	
139	\$2,000 + cost of road crossing, if required	
	\$5,500 + cost of road crossing, if required	
2"	22'200 + cost of togg clossing, it reduited	

Larger Tap Charged at actual cost, but in no case less than the current tap fees

Deerwood \$3,000 + cost of road crossing, if required\*

<sup>\*</sup>Assumes 3/4" meter, tap fee difference will be added with increased meter size

SEWER TAP

\$1,500 + cost of road crossing, if required Up to 6" Tap

Charged at actual cost, but in no case less than the current tap fees Larger Tap

Residential-Inside City (before 1972) sewer tap \$100

OTHER FEES

\$1,000 per inch Sprinkler Supply Line

\$1,000 tap only Fire Hydrant Tap Fee

\$100 plus billed Outside City Industrial Rate Fire Hydrant Meter Rental

\$10 above current bid per device **Backflow Test** 

NSF (Non-Sufficient Funds)/Return Payment Fee

Amount Charged by Third Party Credit/Debit Card Convenience Fee

Current Market Cost E-One Pump \$50

Re-connection Fee \$50

Cleaning/Inspection Fee (3 Days Only) \$200 annually

FOG Fee \$495

Standard Plans Review Fee \$125 hourly

Engineering Fee \$800 per 1,000 feet Water Chlorination

Bacteriological Testing

\$25,00 State Certified Utilities \$100.00 Private Companies, Developers & Individuals

#### Monthly Fee for Water/Sewer Leak Bill Protection

Meter Size	Water Leak	Sewer Leak	Water & Sewer Combined
≤2" Residential	\$1.00	\$0.75	\$1.50
<2" Commercial	\$4.65	\$5.25	\$9.65
2,5"	\$4.65	\$7.29	\$11.69
3"	\$6.57	\$10.37	\$16.69
4"	\$11.37	\$18.04	\$29.16
ζ"	\$17.63	\$28.05	\$45.43
6"	\$25.73	\$41.03	\$66.51
ρ"	\$44.27	\$70.68	\$114.70

#### External Water and Sewer Line Protection (Under 2" Meters Only)

≤2" Meters Only	Residential	Commercial
Water Line Protection	\$4.25	\$13.75
Sewer Line Protection	\$6.10	\$13.75

Meter Test

\$50 Internal

Amount Charged by Third Party Outsource

Repair Fees

Materials

\$35 hourly Labor \$55 hourly After Hours Labor \$65 hourly Backhoe/Excavator Current Market Cost

	APPROVED:	•
		MAYOR
ATTEST: TOWN RECORDER		

Passed on First Reading: Passed on Second Reading: Public Hearing Date: October 21, 2025 December 9, 2025 December 9, 2025

#### ORDINANCE NUMBER 25/26-06

# AN ORDINANCE AMENDING THE "ZONING MAP OF THE TOWN OF DANDRIDGE, TENNESSEE" A COMPONENT OF THE "ZONING ORDINANCE OF THE TOWN OF DANDRIDGE, TENNESSEE" FROM A B-2, GENERAL COMMERCIAL DISTRICT TO A R-1, SINGLE FAMILY RESIDENTIAL

(Lakeview Dr.) Map 068E – Group C – Parcel 014.00

**HEREAS**, the Dandridge Board of Mayor and Aldermen, in accordance with section 13-7-204 of the Tennessee Code, may from time to time amend the town's zoning ordinance, including the zoning map; and

WHEREAS, the Dandridge Municipal/Regional Planning Commission has recommended said properties be rezoned from a B-2 General Commercial District to a R-1 Single Family and forward its recommendation to the Dandridge Board of Mayor and Aldermen regarding the amendment to the "Zoning Map of Dandridge, Tennessee";

**NOW, THEREFORE BE IT ORDAINED** by the Dandridge Board of Mayor and Aldermen of Dandridge, Tennessee that:

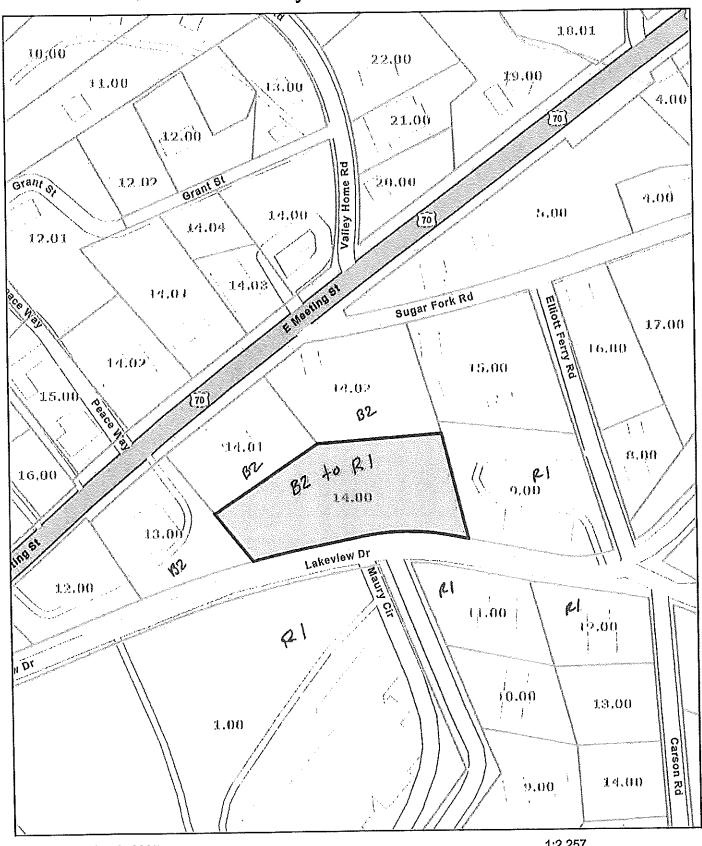
**Section 1.** The Dandridge Zoning Map is hereby amended by rezoning Parcel 014.00 of Jefferson County Tax Map 068E (Group C), from B-2 (General Commercial District) to R-1 (Single Family Residential). Said territory located at Lakeview Dr.; and being more clearly defined by the attached map that is made a part of this ordinance:

**Section 2.** This ordinance shall be effective from and after its passage and publication, as required by Section 13-7-203 of *Tennessee Code Annotated*, the public welfare requiring it.

Dandridge Municipal Planning Commission Approved on: 9/9/25

Passed on First Passed on Seco	t Reading: and Reading:	September 9, 2025 October 21, 2025		
Public Hearing	g Date:	October 21, 2025		
Approved:	Mayor		Town Recorder	

## Jefferson County - Parcel: 068E C 014.00

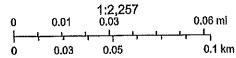


Date: September 2, 2025

County: JEFFERSON

Owner: CHURCH OF CHRIST AT DANDRIDGE INC

Address: LAKEVIEW DR Parcel ID: 068E C 014.00 Deeded Acreage: 0 Calculated Acreage: 1.2



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Est Community Maps Contributors, © OpenStreatMap, Microsoft, Est, TomTom, Germin, SafeGraph, GeoTechnologies, Inc. METV NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are complied from information maintained by your local

#### **ORDINANCE NO. 25/26-08**

AN ORDINANCE AMENDING THE "ZONING ORDINANCE OF THE TOWN OF DANDRIDGE, TENNESSEE" BY AMENDING SECTION 14-603, PERTAINING TO CUSTOMARY HOME OCCUPATION

WHEREAS, The Dandridge Board of Mayor and Alderman, in accordance with Section 13-7-204 of the Tennessee Code Annotated, may amend the zoning ordinance and the "Zoning Ordinance of Dandridge, Tennessee"; and

WHEREAS, the Board of Mayor and Alderman, to protect the health, safety and welfare of the community, seek to amend travel trailer park development regulations; and

WHEREAS, the Dandridge Municipal/Regional Planning Commission reviewed proposed zoning amendment on August 12, 2025 and recommended amending the zoning ordinance accordingly; and

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of Dandridge, Tennessee that section 14-603 of the Zoning Ordinance of the Town of Dandridge, Tennessee be amended as follows (Changes in Bold/Red Font):

14-603 <u>Customary Home Occupations.</u> A customary home occupation is a gainful occupation or profession conducted by members of a family residing on the premises with limited non-residing employee, and entirely conducted within the dwelling or if approved as a special exception upon use on review by the Board of Zoning Appeals. In connection with a home occupation, no stock in trade shall be displayed outside the home, and no alteration to any building shall indicate from the exterior that any part of the building is being used for purposes other than a residential unit. No customary home occupation shall be permitted which has, by the nature of its business, truck delivery truck traffic. An approved customary home occupation may be conducted in an approved detached accessory building, including but not limited to a garage as a special exception with use to be determined by the Board of Zoning Appeals. No signage is permitted and no customary home occupation may be conducted in any detached accessory building, including, but not limited to garages. Signage refer to 14-604.6.2

THIS ORDINANCE shall take effeoublic health, safety and welfare re		econd and final reading, the
	Moyor	
ATTEST:	Mayor	
Town Recorder		
		0() 0. 2025
Dandridge Municipal Planning Co		September 9, 2025
Passed First Reading:	September 9, 2025	
Passed Second Reading:	October 21, 2025	

#### ORDINANCE NUMBER 25/26-07

# AN ORDINANCE AMENDING THE "ZONING MAP OF THE TOWN OF DANDRIDGE, TENNESSEE" A COMPONENT OF THE "ZONING ORDINANCE OF THE TOWN OF DANDRIDGE, TENNESSEE" FROM A B-2, GENERAL COMMERCIAL DISTRICT TO A M.U.D., MIXED-USE DEVELOPMENT

(HWY 25-70W)

Map 068O - Group A - Parcels 006.00 & 006.01

**HEREAS**, the Dandridge Board of Mayor and Aldermen, in accordance with section 13-7-204 of the Tennessee Code, may from time to time amend the town's zoning ordinance, including the zoning map; and

WHEREAS, the Dandridge Municipal/Regional Planning Commission has recommended said properties be rezoned from a B-2 General Commercial District to a M.U.D. Mixed-Use Development and forward its recommendation to the Dandridge Board of Mayor and Aldermen regarding the amendment to the "Zoning Map of Dandridge, Tennessee";

**NOW, THEREFORE BE IT ORDAINED** by the Dandridge Board of Mayor and Aldermen of Dandridge, Tennessee that:

Section 1. The Dandridge Zoning Map is hereby amended by rezoning Parcels 006.00 and 006.01 of Jefferson County Tax Map 068O (Group A), from B-2 (General Commercial District) to a M.U.D. (Mixed-Use Development). Said territory located at Hwy 25-70W.; and being more clearly defined by the attached map that is made a part of this ordinance:

**Section 2.** This ordinance shall be effective from and after its passage and publication, as required by Section 13-7-203 of *Tennessee Code Annotated*, the public welfare requiring it.

Dandridge Municipal Planning Commission Approved on: 9/9/25

Passed on First Reading: September 9, 2025
Passed on Second Reading: October 21, 2025

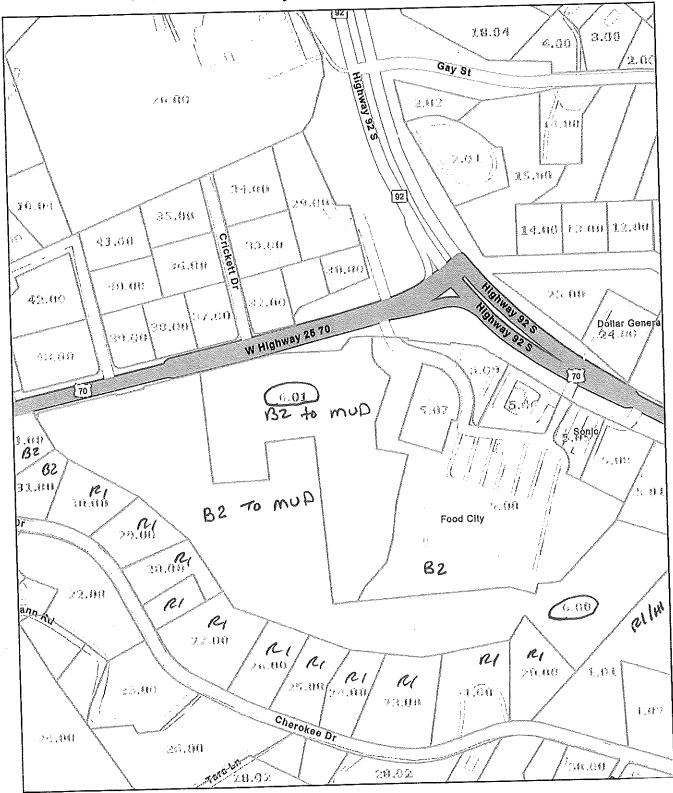
Public Hearing Date: October 21, 2025

Approved:

Mayor

Town Recorder

Jefferson County - Parcel: 068P A 028.07



#### **Chris Shockley**

From:

Andi Grindley < Andi. Grindley@tn.gov>

Sent:

Friday, September 5, 2025 2:08 PM

To:

Andi Grindley

Subject:

Tourism Enhancement Grant

#### Greetings, Tourism Partner!

Thank you for your application and proposed project(s) for Round 8 of the Tourism Enhancement Grant Program.

Congratulations! TDTD intends to award your organization funds. **Before we can finalize the contract** for signature, I will need the more detailed budget information that has already been requested in a separate email.

Once the budget has been finalized, the grant contract will be sent via Adobe Acrobat Sign. Please sign it at your earliest convenience. You will automatically receive a completed copy of the fully executed agreement via email. You do not need a license to complete the agreement.

#### Important notes:

- 1. The grant contract includes an approved scope of projects that will be funded. Please carefully review the scope, as it is possible that not all projects submitted in the application have been funded. Check Attachment A Cont. (last page) for the approved scope of work. You must make sure the projects submitted for reimbursement fall within the scope, or they will be denied. Please ask us if you are unsure if a project is represented in the scope before you spend the funds. Changes to the scope will require preapproval and possibly amending the contract.
- 2. \*New this year\* Reimbursement requests for work completed within the first FY of the grant are due by June 30, 2026. Anything received after that will require a written justification for the delay that will be included in the information sent to Centralized Accounting. All reimbursement requests for the second FY, including completed projects, invoices, and proof of payment are due May 29, 2027.

#### Remaining due dates:

Oct 31, 2025 Signed contracts due

Jun 30, 2026 Reimbursement request paperwork due for work completed within fiscal year 2026

Sep 30, 2026 Annual reports due

May 29, 2027 Project completed, reimbursement request paperwork and final reports due

TDTD awarded 30 contracts out of 60 applications received this year.

Please feel free to reach out if you have any questions regarding this program and partnership.

Best,

## QUOTE SHEET DATE: 10/21/25

ITEM: Greenway Sidewalk

McGaha Enterprises Morristown, TN	8-10 yards of concrete, grade work, forming, pouring with buggy, finishing and sealing  Total Bid - \$7,270
Casey Wells	8-10 yards of concrete, grade work, forming, pouring with buggy, finishing and sealing  Total Bid - \$7,600
McSpadden Inc. Dandridge, TN	8-10 yards of concrete, grade work, forming, pouring with buggy, finishing and sealing  Total Bid - \$9,985

## QUOTE SHEET DATE: 10/21/25

ITEM: Greenway Fencing

Shoemaker Fencing	<u>Total Bid - \$3,895</u>
Mespadden	<u>Total Bid - \$5,463</u>
Integration Technology	<u>Total Bid - \$14,410</u>

#### QUOTE

Integration Technology, LLC 1508 Ninth Ave. Knoxville, TN 37917 Phone: (865) 524-5052 Fax: (865) 329-6510

Town of Dandridge 131 E.Main Street P.O. Box 249 Dandridge, TN 37760

			UFOR	PAGE
1	QUOTE DATE	VALID THRU	FOR	11
į	10/17/2025	1/23/2026	Greenway Retaining Wall	

ITEM NO QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
ITEM NO QUANTITY	Greenway Retaining Wall	6,970.00	6,970.00*
	Pre-Cast Concrete Block Installed on Greenway Turn Around Area (Approximatley 50 feet)		
	Delivery and Installation - This includes delivery and placement as well as any disturbance to gravel.		

<sup>\*</sup> means item is non-taxable

**TOTAL AMOUNT** 

6,970.00

## **Town of Dandridge**

131 E. Main St. / PO Box 249 Dandridge TN 37725 <u>dandridgetn.gov</u> (865) 397-7420



## **Memo**

Date:

October 16, 2025

To:

Board of Mayor and Aldermen

From:

Chris Shockley, Town Administrator

Subject:

Ratification of Knuckle Boom Truck Transmission Replacement Emergency Purchase

As you are aware, we experienced a failure of a brass fitting on our 2021 Freightliner M2106 Knuckle Boom truck. Our fleet mechanic performed flushing of the transmission and was able to get it operational. However, this repair was short lived as the damage to the gears was irreparable. The truck was taken to Premier Truck Group of Knoxville for diagnostics where it was confirmed that a replacement transmission was needed. The choices were a factory remanufactured transmission or an aftermarket remanufactured transmission; a new transmission was not an option.

After consultation with our Public Works Superintendent and Fleet Mechanic on September 19<sup>th</sup> I issued a purchase order for the factory remanufactured transmission to get the truck back in service as quickly as possible. The total cost of the repairs was \$12,267.90.

## **Town of Dandridge**

131 E. Main St. / PO Box 249 Dandridge TN 37725 www.dandridgetn.us (865) 397-7420



## Memo

Date:

October 16, 2025

To:

Mayor & Board of Alderman

From:

Chris Shockley, Town Administrator

Subject:

Potential Purchase of CPR manikins (Opioid Funds)

The Town of Dandridge and the Dandridge Volunteer Fire Department Chief have consulted with Sarah McCall with SMART to confirm the compliance of the purchase of CPR training manikins with opioid funds. Mrs. McCall has confirmed that this purchase is compliant, so long as, the training also includes the proper training of administration of naloxone. In discussion with Chief Riley, we request up to \$5,400.00 of opioid funds be committed to purchase naloxone administration training equipment, as well as to teach CPR skills for overdose patients who do not respond to naloxone. These manikins will prove to be a vital tool in the training of staff and the community in case of an emergency.

### Town of Dandridge

131 E. Main St./ PO Box 249 Dandridge TN 37725 www.dandridgetn.us (865) 397-7420



## <u>Memo</u>

Date:

October 16, 2025

To:

Mayor & Board of Alderman

From:

Chris Shockley, Town Administrator

Subject:

Potential Purchase of SCBA Air packs

At the end of FY25 the Dandridge Volunteer Fire Department experienced a surplus of funds of approximately \$74,688.60. A portion of those funds were due to not purchasing SCBA bottles. The purchase of those bottles was multi-faceted; one reason was the lead time on purchasing new units as the end of the fiscal year approached and the other was the expiration date of existing bottles. The existing bottles were purchased on a grant in FY2009 and expire this year. The purchase was delayed to avoid vast overlapping as the bottles are dated when manufactured.

The DVFD is requesting to utilize \$39,302.01 of funds unappropriated funds from their operating account to purchase twenty-seven (27) SCBA air packs utilizing HGACBUY Cooperative pricing. The quote and contract documents are attached.



Siddons-Martin Emergency Group 3500 Shelby Lane Denton, TX, 76207 USA Phone: (940) 315-4948

# **ESTIMATE**

DO NOT PAY

Customer Info:

Dandridge Vol Fire Dept. (TN)

843 Old Hwy 92 Dandridge, TN, 37725

USA

Document Info:

Quote #: 700-0031040

Taken By: Joe Pennington

Expiration Date: 10/31/2025

Item#	Description	Quantity / Unit	Unit Price	Amount
359251	SCT-4.5 45 MINUTE BOTTLE WITH CGA FITTING AND CUSTOM LOGO 7012613943	27.00 / EA	1,455.63	39,302,01

**Total of All Services** 

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$39,302.01	Sublet total	\$0.00
Freight total		Core charges	\$0.00
rregire te	•	Sales tax	\$0.00

Total: \$39,302.01

#### **H-GAC**

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 13453 - EE11-24

#### MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

#### WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

#### ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

#### ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

#### ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

#### ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) — A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let) H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <a href="https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting">https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting</a>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Nov 01 2024 and ends Oct 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18; EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and В.

- that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

#### **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

#### ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

#### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

#### Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS** 

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. Conflict of Interest Questionnaire: Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. Certificate of Interested Parties Form Form 1295: As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (1) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

# ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

### ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

### ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement,

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits

discrimination on the basis of handicaps; d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or

g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

**ARTICLE 48: DISPUTES** 

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM prior to submitting an application or plan; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

### SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Siddons Martin Emergency Group LLC

H-GAC

Signature B2D885F9B6D14E7...

Signature

Chuck Wemple Name

Title

Name

Director - Order Management

Title

Executive Director

82EG270D5061423...

Date

10/30/2024

Jeffry A. Doran

Date

11/7/2024

## H-GAC

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 13453

### MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

# ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

# ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

# ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.

If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.

g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

# ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

# ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

## ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.

b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.

Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at

time of delivery.

- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

# ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

# ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name

- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

## ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

# ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

CERTIFICATION As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business

associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization—specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)
With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a - 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

- with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

# ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

# 3. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract — The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

### 3.1. <u>Categories</u>

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, and distributors of emergency medical, safety, and rescue equipment and supplies, to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program. In order to eliminate crossover and provide the most comprehensive selection of products to our members, HGACBuy is combining the previous EE08-19 Emergency Medical and Rescue Equipment contract and the EP11-20 Emergency Preparedness and Safety Equipment contract. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for equipment, supplies, or materials.

This Solicitation is divided into separate but related product categories. Respondent is advised to offer a wide array, or catalog, of services within each service category listed below. When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Product categories are as follows:

- A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.
- B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.
- C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment,

Request For Proposal #EE11-24
Title: Emergency Medical, Safety, and Rescue Equipment

flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

(Category descriptions are not intended to be exhaustive or all-inclusive, but rather representative of the types of items in this category.)

### 3.2. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

### Attachment A Siddons-Martin Emergency Group, LLC Emergency Medical, Safety, and Rescue Equipment Contract No.: EE11-24

		HGACBuy
Manufacturer	Item Description	Discount
		5%
	Medical Equipment	15%
***************************************	Patient Handling & First Aid	5%
Lightning X	Medical Supplies & First Aid	5%
Line2 Design	First Aid & Medical Equipment	5%
PMI	Rescue Equipment	
Matrix Henry Schein	Medical Equipment & Supplies	5%
R&B Fabrications	Medical Supplies & Equipment	5%
343 Fire	Safety Vest	10%
Accurate Law Enforcement	Team Wendy Helmets	5%
Black Diamond	Boots	5%
Boston Leather	Belts, Suspenders, Radio Holders	5%
Bullard	Helmets	10%
CMC	Boots, Gloves, Helmets, & Eyewear	10%
Draeger	Helmets	10%
Dragon Fire	Gloves	5%
Ergodyne	Gloves, Safety Vest, Safety Glasses, & Hard Hats	5%
Fire Dex	Turnout Gear, Gloves, Boots, & Hoods	42%
Fireninja	Safety Vest, Eyewear, & Hearing Protection	10%
	Harnesses, & Ladder/Escape Belts	15%
Gemtor Pards Pards	PPE Waher / Dryer & Decon Products	5%
Groves Ready Rack		5%
Haix	Boots	5%
HexArmor	Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection	15%
Husky Portable Containment	Decon Shower & Pools	5%
Lakeland	Chemical Suits, Hand & Arm Protection, Safety Vest/Coats	5%
Line2 Design	Safety Vest	5%
Majestic	Hoods & Gloves	
Pac Mule Belts / JL2 Inc	Harness/Personal Safety Belt	5%
Peco Sales / Forestry Supplier	Helmets, Safety Vest, & Boots	5%
Phenix	Helmets	5%
PMI	Rope Gloves, & Helmets	5%
Portwest	Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots	5%
R&B Fabrications	Safety Vest	\$5
Rit Safety	Harnesses, Escape Belts, & Personal Search Lines	5%
SC Products	Decon Products	5%
Sensit / FireCraft	Gloves	5%
Shelby	Gloyes	5%
Task Force Tips (TFT)	Gross Decon	25%
	Wildland Gear & Equipment	5%
True North	Gloves	5%`
Vanguard		5%
343 Fire	Escape Bags, Hose Straps, & Ladder Boots	5%
Ajax Rescue Tools	Air Hammers	10%
ADH Fire Equipment Services Inc	Foam	5%
Akron	Nozzles, Monitors, Valves, & Lighting	5%
Alco-lite (Sam Carbis)	Ladders	3%
Amkus DeWalt	Rescue Tools & PPV Fans	378
Arctic Compressor	Air Compressor	5%
B&B Fire	Nozzles, Valves,	20%
Blue Mountain / Sthil Dealer	Stihl Rescue Tools	15%
Buckeye Fire Equipment	Extinguishers	5%
Buckeye Fire Equipment Bullard	Thermal Imagers	5%
	Fire Hose & Couplings	5%
BullDog Hose		5%
Chemguard	Foam Nozzies, Foam Products, Wildland Equipment, & Adapters	20%
C&S Supply	NOZZIES, FORM PTOLIUCIS, WHUISHIG EQUIPMENT, & Adapters	10%
CMC	Water Rescue, Rope Rescue, & Confined Space Rescue Equipment	5%
Command Light	Portable Lights	10%
Draeger	SCBA's & Gas Detection	5%
Duo Safety Ladder	Ladders	
Eikhart	Nozzles, Monitors, & Valves	20%
Fire Hooks Unlimited	Fire Tools, Hydra Ram, & Rescue Tools	5%
Firetech by HiViz LED Lighting		5%
FireBull Enforcer	Foam	5%

#### Attachment A

### Siddons-Martin Emergency Group, LLC Emergency Medical, Safety, and Rescue Equipment

Contract No.: EE11-24

	COMMENT NO.: EELI-24	
Flamefighter	Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets	5%
Fol-Da-Tank	Portable Tanks, & Strainers	5%
Fox Manufacturing / Glas Master	Glass Removal Tool	5%
Great Wall of Rescue / Dunrite	Grain Bin Rescue	5%
Groves Ready Rack	Multi-Purpose Storage System & Hose winder	5%
Harrington	Gate Valve, Hydrant Valves, & Intake Valves	5%
Holmatro	Rescue Tools	5%
Husky Portable Containment	Folding Frame Tanks, Bladder Tanks, & Containment Tanks	5%
Key Fire Hose	Fire Hose	40%
Kochek	Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps	20%
Kuriyama Fire Hose	Nozzles, & Hoses	5%
Leatherhead Tools	Fire Tools	5%
Little Giant	Ladders	10%
Makita	Rescue Tools & Portable Lights	5%
National Foam	Foam	5%
North American Fire Hose	Fire Hose	5%
Nupla	Hand Tools	5%
Performance Advantage	Tool Mounts, Brackets, & Bottle Holders	5%
Perimeter Solutions	Foam	5%
Pi Lit	Landing Zone Lights & Road Flare	5%
Peco Sales / Forestry Supplier	Wildland Tools	5%
Poly Tech	Rescue Tool Mounting Brackets	5%
PMI	Rescue Rope, Personal Flotation Device, & Water Rescue Equipment	5%
Power Hawk	Auto Crib It	5%
RamFan	Smoke Ejectors, Confined Space Fans, & PPV	5%
Red Head Brass	Couplings, Adapters, Valves, Nozzles & Fire Equipment	5%
Rescue Tech	Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment	5%
Rhyno	Windshield Cutter	5%
S&H Products	Nozzles, Wyes, Gated Valves, & Shut Off Valves	5%
SCBAS	Breathing Air System	5%
Scott 3M	SCBA Personal Breathing System	5%
Scotty Firefighter	Nozzles, Wrenches, Adapters, & Backpacks	5%
Sensible Products	Mounting Systems	10%
Sensit / FireCraft	Gas Detectors	0%
Siddons-Martin Poly Product	Tool Mounts	20%
Snap Tite / Fire Quip Hose	Fire Hose	5%
Streamlight	Portable Lights	5%
South Park Brass	Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches	5%
Super Vac	Positive Pressure, Confined Space, & Smoke Ejector Pans	15%
Task Force Tips (TFT)	Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes	25%
Team Equipment	FLIR Imagers, & Rescue Saws	8%
Teledyne/Detcon	Portable Gas & Flame Detection	5%
Tempest	Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment	5%
Tractel	Lifting / Hoisting Equipment	5%
Trident Emergency Products	Elbows, Adapter, Fittings, & Valves	20%
Turtle Plastics	Cribbing, Blocking, & Grain Bin Rescue	5%
U.S. Coupling	Equipment, Hose, & Couplings	5%
WaterAx	Pumps, associated products	5%
Whelen	All lighting Products	5%
Yates	Rope Rescue, Confined Space, Harnesses, & Lanyards	5%
Zephyr Industries	Wrenches, Tool Mounts, & Wheel Chocks	5%
Ziamatic Corp	Brackets, Bags, Tarps, & SCBA Storage	5%



# HATFIELD & ALLEN, ASSOCIATES ENGINEERING AND PLANNING

October 15, 2025

Chris Shockley, Town Manager Town of Dandridge 131 East Main Street Dandridge, TN 37725

Re: Town of Dandridge LPRF Field of Dreams Project

Mr. Shockley:

On October 9, 2025, the town received and opened bids for the referenced project at the Dandridge Town Hall. The low bid was submitted by Holtz Builders, Inc, Sevierville, TN, State License Number 73319. The total bid amount for the entire project was \$1,290,194.44. We have attached a copy of their entire bid package as well as the Sign In Sheet showing who attended the bid opening. In addition, we have attached the Certified Bid Tabulation that serves as proof that all of the individual bid forms that were completed were reviewed as well as checking the contractor's state license and qualifications.

Pending budgetary discussions with the Town Council, we recommend that this bid be accepted and have the grant administrator contact the Tennessee Local Parks and Recreation Funding agency to ascertain the final acceptance of this bid.

If you have questions, please notify me.

Sincerely,

John R. Allen

John R. Allen Hatfield & Allen, Associates

cc: Chris Oelgoetz



# Hatfield & Allen, Associates Inc. Engineering and Planning

# **RE-BID SIGN-IN SHEET**

DANDRIDGE "FIELD OF DREAMS" LPRF PROJECT RE-BID DANDRIDGE CITY HALL, 2:00 PM, Oct. 9, 2025

NAME	COMPANY	EMAIL	PHONE
Zachary Reese	TOWN - RECORDER	Treese O danshofth, 50	V (845) 999-7420
James Baker	Town - Perks o Rec	j baker @dondrdx tn.sov	(65) 397-7450
BRANDON HYSEL	HBI- HOLT= BULLDEASE	k. bhysel@holtzbuilders.com	(608)lade-4945
Amber Tairchett	Pric Concepts	amber@rec-concepts.com	850-499-8857
Chris Delegat	1	coelcoetro etclos	335104
John Amen	H&A, Arskaits		812-388-5154
Kering Prant	Maspagen INC	Kevinanespadenne.ou	365-397-3828
Garrett Cable	Skilled Services	Estimating OSK Services 116.0	865-300-31
			·
·			

# TOWN OF DANDRIDGE LPRF REBID PROJECT COMPREHENSIVE "TURNKEY" PROJECT; BID FORM 1

Bidder acknowledges receipt of the following addendum: 

Bidder agrees to perform all the park construction work described in the specifications and shown on the plans for the following unit prices.

Unit#	Description	Qty.	Unit	Unit Price	Total		
1	Total rough grading and drainage for existing Field of Dreams lot to include, but not limited to: all soil removals, compaction, drainage, sub-soil preparation for playground, pickle ball courts, bathroom, sidewalks, parking and shelter area as shown in the plans and specifications.		\$359,185.17				
2	New Outdoor Pickleball Courts – Four (4) courts, asphalt, striping, netting and fencing, includes all finish site grading and drainage for courts.	1	LS	\$206,675.25			
3	Install complete new Sports Lighting for pickle ball courts/Lot as shown on Plans and Specifications. MUSCO (or equal) Type Multi - Pole LED Lights All work coordinated with manufacturer and engineer.	1	\$182,192.40				
4	Vermont covered benches (or equal) as shown in Specifications, 72" heavy-duty T6 grade aluminum, polyester powder-coating, quick-drying slatted design, anti-slip rubber feet protecting the courts from damage						
5	New Shade Pavilion including all finish grading, concrete padas shown on Plans and Specifications						
6	Pre-fab Restroom (Easi-Set Worldwide "Essex" or equal), 4 Ind, Stalis, Mech. Rm., Water Fountain, pre-fab "split-face block façade", finish pad per manufacturer's specifications, electrical, all plumbing (water and sewer, coring at manhole, piping, and all appertenances)	in, pre-fab "split-face block façade", finish pad ifications, electrical, all plumbing (water and sewer,					
7	New Playground Equipment as shown on Plans and Specifications - Model 254627 "Super Netplex" 8' x 12' Towers (or approved equal) Including protective groung covering						
8	Asphalt ADA Parking, including additional finish grading gravel parking for public, all asphalt striping and ADA signage as shown on Plans and Specifications		\$57,813.94				
9	Handicap/ADA signage at Pavillon and sidewalk terminus as directed.	2	EA	\$599.05	\$1,198.10		
10	Concrete sidewalks as shown on the Plans and Specifications, 4" thickness, 3000 psi concrete, broom finish, joint installations as shown, final placement and ADA signage at terminus at direction of town park director.	350	LF	\$261.96	\$91,685.80		

**Total Construction Cost:** 

\$1,290,194.06

Total Construction Cost in Words: one million, two hundred ninety thousand, one hundred ninety four dollars, and six cents

(Amounts are to be shown in both words and figures.)

# The Following <u>Deductive Alternates</u> will apply in this order if mandated by Project Budget Cost Overruns:

Item#	Description of Deductive Alternate	Qty.	Unit	Unit Price	Total
2	Deduct Two of the Four (4) pickleball courts, asphalt, striping, netting and fencing, Includes all finish site grading and drainage for two courts.	1	LS		Deduct \$62,002.58
4	Deduct four (4) Vermont covered benches (or equal) as shown in Specifications	1	LS		Deduct \$9,000
ę	Deduct the pre-fab "split-face block façade" cost (shown as option 2 in the specifications) the the Pre-fab Restroom (Easi-Set Worldwide "Essex" or equal) and replace with the "standard" façade option; all other components of this bid item will remain the same.	1	LŞ		Deduct \$2,396.20

The above unit prices shall iinclude all labor, materials, balling, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of

(\$ 64, 509, 70 ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

A Project Mangel

(Seal - If bid is by a corporation)



#### STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE



173410

HOLTZ BUILDERS, INC.

ID NUMBER: 73319 LIC STATUS: ACTIVE EXPIRATION DATE: March 31, 2027

BOARD FOR LICENSING CONTRACTORS CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS OF THE STATE OF TENNESSEE HAVE BEEN MET

HOLTZ BUILDERS, INC. 101 MILLER DRIVE PO BOX 429 LAKE DELTON, WI 53940

# State of Tennessee

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
HOLTZ BUILDERS, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 73319 LIC STATUS: ACTIVE

EXPIRATION DATE: March 31, 2027

UNLIMITED; BC-B



IN-1313 DEPARTMENT OF COMMERCE AND INSURANCE

#### Executed in 2 Counterparts

#### Bid Bond

CONTRACTOR:

(Name, legal status and address)

Holtz Builders, Inc. 1147 Fox Landing Court

Sevierville, TN 37862

OWNER:

(Name, legal status and address)
Town Of Dandridge
131 East Main Street
Dandridge, TN 37725
BOND AMOUNT:

SURETY:

(Name, legal status and principal place of business)

Euler Hermes North America Insurance Company 100 International Drive, 22nd Floor

Baltimore, MD 21202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

1

5% Five Percent of Amount Bld

PROJECT:

(Name, location or address, and Project number, if any) Field Of Dreams Park Improvements
1145 Treadway Drive, Dandridge, TN 37725

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th	day of October, 2025  Holtz Builders, Inc.  (Principal)	(Seal)
Witness)	By: Promise Exec. UP	10,29
Olívia Jolecki Witness) Olivif Golecki	Euler Hermes North America Insurance Compar (Surety)  By:	iy (Seal)
	(Title) Jeffrey Wheich, Attorney-in-Fact Inquiries: 407-786-7770	



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (<a href="https://www.nasbp.org">www.nasbp.org</a>) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



### EULER HERMES NORTH AMERICA INSURANCE COMPANY 100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this Power of Attorney is not more than:

6

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below; each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME

ADDRESS

LIMIT OF POWER

Robert O'Linn Emily Golecki Jeffrey W. Reich Sonja A. Harris

620 North Wymore Road Suite 200

Unlimited

Kim Niv

Susan L Reich

Maitland, FL 32751

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, BULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of BULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority. A VANA

This Commission Expires February 2, 2026

This Power of Atjoiney's granted by authority of the following resolutions adopted by the Board of Directors of BULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and offect as thought manually affixed.

#### CERTIFICATION

l, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 9th



Nicholas P. Verna II, Scnior Vice President and Regional Head of Surety and Guarantee, Americas

		<b>I</b>	
ĸ	IN.	<b>Bond</b>	
LJ:	u	DUIN	

			•	e undersigned, EVIERVILLE, TN 37862	
as Principal, a as Surety, are as owner in the	nd <u>El</u> hereby l e penal s	ILER HERMES neld and firmly sum of\$64,	NORTH AMERICA I y bound unto 509.70	NSURANCE COMPANY TOWN OF DANDRIDGE	for the
ourselves, our	heirs, ex	xecutors, adm	ninistrators, succe	by jointly and severally bessors and assigns.	ind
Signed, this The condition				, 20 <u>25</u> . ereas the Principal has s	ubmitted to
	TOWN C	F DANDRIDGE ort hereof to e		a certain Bid, attact in writing for the	
	1000				

### NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

# Bid Bond

IN WITNESS WHEREOF, the Principal and the Su seals, and such of them as are corporations have a hereto affixed and these presents to be signed by first set forth above.	caused their cornorate seals to be
SEAL B	Surety v:

### TOWN OF DANDRIDGE LPRF PROJECT - REBID 3 - CERTIFIED BID TABULATION

				COMPREHENSI									Skilled	e rule a r	
				GM Constructi				lders, Inc.		H, LLC		den, Inc. Yotal	Unit Price	Tol	, –
Unit#	Description	Qly.	tinit	Unit Price	Total	Unit Pri	Câ	Total	Unit Price	Total	Unit Price	(Old)	Ballytice		-
	Total reugh grading and drainage for existing Field of Dreams lot to include, but not initied to: all soil removals, compaction, drainage, sub-soil preparation for abayterund, pickle bail courts, bathroom, sidewolks, parking and shelter area as shown in the plana and specifications.	1	LS			\$ 359,16	5.17	\$ 359,185.17	\$205,000.00	\$ 205,000.00	Non Listed	None Usled	••••		479.00
2	New Outdoor Pickleball Courts Four (4) courts, asphall, striping, netting and fencing, includes all finish alte grading and drainage for courts.	1	LS			\$ 205,67	5.25	\$ 206,675.25	\$250,000.00	\$ 250,000.00	Non Listed	None Listed	\$100,120.00	\$ 100	120.00
3	Install complete new Sporte Lighting for pickle ball counts/Lot as shown on Plans and Specifications. MUSCO (or equal) Type Multi - Pole LED Lights All work coordinated with manufacturer and engineer.	1	LS			\$ 182,19	2.40	\$ 182,192.40	\$140,000.00	\$ 140,000.00	Non Listed	None Usted	\$160,929.00	\$ 160	929.00
4	Vermont covered benches (or equal) as shown in Specifications, 72' heavy-duty To grade sturnishm, polyester powder-coating, quick-drying statted design, anti-sep nubber feet protecting the courts from damage	1	EA			\$ 2,25	0.00	\$ 9,000.00	\$ 2,620.75	\$ 11,283.00	Non Usted	None Listed	\$ 2,506.00		344.00
8	New Shade Pavilion including all finish grading, concrete padas shown on Plana and Specifications	1	LS			\$ 27,81	2.38	\$ 27,812.38	\$ 25,000.00	\$ 25,000.00	Non Usted	None Listed	\$ 12,931.00	\$ 12	,931.00
6	Pre-4sb Restroom (East-Set Worldwide "Essex" or equal), 4 Ind. Stells, Mech. Rm, Water Fountiein, pre-feb "split-(see block (sgade", finish pad per manufacturer's specifications, electrical, all plumbing (water and sewer, coring at manholo, plojna, and all appertenances)	1	LS			\$ 212,10	15.48	\$ 212,106.48	\$350,000.00	\$ 360,000.00	Non Listed	None Usted	\$ 358,904.00	\$ 356	.904.00
7	New Playground Equipment as shown on Plans and Specifications - Model 254627 "Super Netplax" 6" x 12" Towers (or approved equal) Including protective groung covering	1	ra			\$ 142,62	5.62	\$ 142,525.62	\$310,000.00	\$ 310,000.00	Non Listed	None Listed	\$569,887.00	\$ 600	,887.00
B	Asphalt ADA Perking, Including additional finish grading gravel parking for public, all asphalt striping and ADA signage as shown on Plans and Specifications	1	LS			\$ 57,81	3.34	\$ 57,813.94	\$ 60,000.00	\$ 80,000.00	Non Usled	None Listed			2,112.00
9	Handicap/ADA signage at Pavillon and sidewalk terminus as directed.	2	EA			\$ 6	99.05	\$ 1,198.10	\$ 2,000.00	\$ 4,000.00	Non Listed	None Listed	\$ 48.00	\$	96.00
10	Concrete sidewalks as shown on the Plans and Specifications, 4" thickness, 3000 ps) concrete, broom finish, John Installations as shown, final placement and ADA signage at terminus at direction of town park director.	350	LF	No Bid	N	5 Bld 5 2	61.68	\$ 91,685.60	\$ 271.43	\$ 65,000.60	Non Listed	None Usted	\$ \$2.50		2,375.60
	TOTAL							\$ 1,290,194,44		\$ 1,480,283.00		\$ 1,551,658.00	l	\$ 5.44	,177,00
			GRADI	NG, CONCRETE	AND ASPHA	LT PLACEME	NT OH	LY: BID FORM 2							
Unit#	Description	City,	Unit	Unit Price	Total	Unit P		Total	Unit Price	Total	Unit Price	Total	Unit Price	Ţ	tal
1	Total rough grading and drahage for existing field of Dreams lot to Include, but not finited to: all soil removals, compaction, drahage, sub-soil preparation for playground, pickle ball counts, behincorn, sidewalks, parking and shelter area wa shown in the plans and specifications.		ιs	\$ 113,000.00	\$ 113,00	0.00				ļ			\$ 205,479.00	\$ 20	5,479.00
2	Asphalt paying for New Outdoor Pickleball Courts - Four (4) courts. Includes any additional finish site grading and drainage for courts, AND Net Posts	1	LS	\$ 110,640.00	\$ 110,64	0.00							\$ 100,120.00	\$ 10	9,120.00
3	Finish grading and concrete pad for the new Shade Pavillon as shown on Plans and Specifications	1	LS	\$ 30,242.52	\$ 30,24	2.52					ļ		\$ 8,463.00		8,483.00
4	Finish pad per manufacturer's specifications for the Pre-fab Restroom (East-Set Worldwide "Essex" or equal), that contains a 4 ind. Stalls, Mech. Room	1	LS	\$ 45,000.00	\$ 45,00	0.00							\$ 7,627.00		7,627.00
5	Asphalt ADA Parking, Including additional finish grading gravel parking for public, all asphalt striping and ADA signage as shown on Plans and Specifications	1	ĻS	\$ 65,200.00	\$ 66,20	00.00							\$ 52,493.00	-	2,493,00
6	Concrete sidewelks as shown on the Plans and Specifications, 4* thickness, 3000 psi concrete, broom finish, joint installations as shown, final placement and ADA signage at terminus at direction of town park director.	350	1.F	\$ 371.43	\$ 130,00	00.00		ļ					\$ 92.50	<del> </del>	2,375.00
	TOTAL.					32.52 No Bid		No Bid	No Bid	No Bld	No Bid	No 8ld	<u> </u>	\$ 4	6,577.00
				PLUME		ECTRICAL: BIE				<del> </del>	1	1	Unit Price	1	otal
Urd1#		Q(y.	Urdt	Unit Price	Total	Unit	Price	Total	Unit Price	Total	Unit Price	Tota)	UnitPrice	<del>  '</del>	DIAI
1	instell complete new Sports Lighting for pickle ball courts AND Lot as shown on Plans and Specifications. MUSCO (or equal) Type Multi - Pole LED Lights All work coordinated with manufacturer and engineer.	ι τ	is	\$ 72,000.00	\$ 72,0	00.00					ļ		\$ 171,327,00	\$ 1	71,327.00
2	Purchase, deliver and Instell a Pro-feb Restroom (East-Set Worldwide 'Essen' or equal), 4 Ind. Stells. Mech. Rm., Water Fountiels, pre-feb 'spil-face block feçade', finish ped with any piping and electrical per menufacturer's specifications, electrical leading up to pad, all plumbing (water and sewer, coring at manholo, piping, and all appertexances)	1	LS	\$ 260,616.56	\$ 260,6	16.66							\$ 340,260.00	ļ	
	TOTAL			<u> </u>		16.88 No Bid		No Bld	No Bid	No Bid	No Bid	No Bld	1	] \$ 5	11,587.60
<b>—</b>				PLAYGROUND I	·						Linea Batan	Total	Unit Price	1 .	fotal
Unit	Description	Qty.	Uni		Total		Price	Total	Unit Price	Total	Unit Price	, (0.81	Olux Files	1	
1	Neiting and fencing for Pickleball Courts	1 1	LS	\$ 58,753,00	\$ 58,7	63.00			-		<del> </del>	<del> </del>		1	
2	Vermont covered benches (or equal) as shown in Specifications, 72" heavy-duty T6 grade aluminum, polyester powder-coating, quick-drying statted design, enli-st rubber feet protecting the courts from damage		EA			26.21				ļ					
3	New Shade Pavilion shown on Plans and Specifications	1	LS	\$ 23,378.15	\$ 23,3	176.15		ļ		1	<del></del>			1	
4	New Playground Equipment as shown on Plans and Specifications - Model 25462 "Super Nelplex" 6" x 12" Towers (or approved equal) including protective groung covering	<u>'</u> ,	LS											-	
-5	Handicap/ADA signage at Playground and sidewalk terminus as directed.	2	E/	\$ 3,000,0	\$ 6,0	00.00					<del></del>			+	
	TOTAL.			1	\$ 521,0	067.72 No Bld	ì	No Bid	No Bid	No Bid	No Bid	No Bld	No 81d	No Bio	
-										PON PM on Oc	toher 9 2023	S by the Town	256		r.

I certify that this a corrected labulation of the bids received at 2:00 PM on October 9, 2023 by the Town of Dandridge, Tennessee at their Town Hall for the project stated above. As several bids were received, this appears to be a feir representation of the area market for this type construction and installation.

Matthew W. Hatfield, PE

### Town of Dandridge

131 E. Main St./ PO Box 249 Dandridge TN 37725 www.dandridgetn.us (865) 397-7420



# **Memo**

Date:

October 16, 2025

To:

Mayor & Board of Alderman

From:

Chris Shockley, Town Administrator

Subject:

Approval of solicited quotes to paint Town Hall and Visitors Center

The Town of Dandridge last painted Town Hall and the Visitors Center in 2010. Staff has noted visible deterioration of exposed metal and/or wood. The recommendation of staff would be to authorize the low quote to repaint both facilities. The funding for this project was included in this budget.

# QUOTE SHEET DATE: 10/21/25

# ITEM: Painting - Town Hall and Visitor Center

Semo's Painting and Decorating Dandridge, TN	<u>Total Bid - \$18,650</u>
CertaPro Painters Knoxville, TN	<u>Total Bid - \$22,908</u>
Fred Neumann Painting	Total Bid - \$24,704
Rocky Top Construction LLC Dandridge, TN	<u>Total Bid - \$40,120</u>

### Town of Dandridge

131 E. Main St./ PO Box 249 Dandridge TN 37725 www.dandridgetn.us (865) 397-7420



# Memo

Date:

October 16, 2025

To:

Mayor & Board of Alderman

From:

Chris Shockley, Town Administrator

Subject:

Potential Appropriation of Funds for Carpet Replacement at Town Hall

The Town of Dandridge has solicited quotes from local flooring installers for the purpose of replacing the existing carpet in the offices of the Building Inspector, Town Administrator, and the Human Resource Clerk as well as the staircases. The staircase from the basement to main level will be replaced as currently laid, from wall to spindle. The staircase from the main level to the second floor will be replaced as currently laid, as a runner. The carpet in the office spaces will be replaced with commercial carpet squares to allow for longer wear and spot replacements in the future. The funding for this project would come from realized savings of the difference of budgeted funds and actual cost of the painting of Town Hall and the Visitors Center.

# QUOTE SHEET DATE: 10/21/25 ITEM: Town Hall Flooring

Phil's Carpets and Flooring Sevierville, TN	Total Bid - \$6,987.51
Floor Creations Dandridge, TN	<u>Total Bid - \$8,275</u>
David's Abbey Carpet Knoxville, TN	<u>Total Bid - \$9,500</u>
Lakeway Floor Coverings Morristown, TN	<u>Total Bid - \$12060</u>

# QUOTE SHEET DATE: 10/21/25

# ITEM: Painting - Town Hall ADA Accessible Counter

Clinch Mountain Cabinetry	<u>Total Bid - \$2,148</u>
McSpadden Inc.	<u>Total Bid - \$7,325</u>
Emco-Williams	Total Bid - \$ Not Complete

### **Town of Dandridge**

131 E. Main St. / PO Box 249 Dandridge TN 37725 dandridgetn.gov (865) 397-7420



# <u>Memo</u>

Date:

October 16, 2025

To:

Board of Mayor and Aldermen

From:

Chris Shockley, Town Administrator

Subject:

**Surplus Town Property** 

The items listed below have been requested to be deemed as surplus property by the associated department head. If this request is approved, these items will be sold on GovDeals.com in order to produce revenue for the Town or destroyed as they have reached end of life.

### **Dandridge Police Department**

- 1. 7,000 rounds of 40 caliber ammunition
- 2. (2) Panasonic laptops Serial #'s: 7HTSA55137 / 7ATSA94174

## Town of Dandridge

131 E. Main St. / PO Box 249 Dandridge TN 37725 www.dandridgetn.us (865) 397-7420



# <u>Memo</u>

Date:

October 16, 2025

To:

Mayor & Board of Alderman

From:

Chris Shockley, Town Administrator

Subject:

Approval, Planning, and Appropriating of Funding for the 250<sup>th</sup> Celebration of America

Town staff and many community leaders have met to discuss and plan the possibilities for celebrating the 250<sup>th</sup> Anniversary of America. The planning is wide ranging and we are requesting direction on how the Board of Mayor and Alderman would like to proceed. The initial plan is for a parade from the TVA upper parking area to the proposed location of the new Dandridge Memorial Library and Post Office for disbursement. The parade would be kicked off by the JCHS Marching Band and a flyover from the Air National Guard stationed at McGhee Tyson. This parade would be by registration and restricted to specific participants. After the parade, there would be a street festival on Main Street from the corner of Gay St. and Main St. to Church St. The celebration would be capped off by a concert of an artist or band that is to be determined and a fireworks show.

The date for this celebration would be April 18, 2026. I know this date isn't a traditionally celebrated date, however, the American Revolutionary war officially began on April 19, 1775 with the battles at Lexington and Concord. The idea is that Dandridge would be the "kick-off" municipality for a celebration that extends county-wide until July 4, 2026.

The request would be to appropriate funding for the celebration, pending council approval, from hotel/motel occupancy tax.



## Dandridge Fire Department PO Box 249 Dandridge, TN 37725

Fire Chief Andrew T. Riley

# Monthly Activity Report September '25

Apparatus	Start of Month	End of Month	Total Mileage
Truck 770	75,841	75,998	157
Engine 771	47,248	47,866	618
Engine 772	63,355	63,430	75
Engine 774	49,978	50,086	108
Engine 776	40,035	40,035	0
Truck 778 *OOS	49,358	49,358	0
Tanker 780	23,916	23,963	47
Support Vehicle 781	239,751	239,774	23
Tower 7	44,898	44,955	57
Engine 7	22,136	22,735	599
Command 71	922	1,002	80
Command 72	21,514	21,869	355
Support Vehicle 75	111,923	112,004	81
Ranger 70	2,415	2,435	20
1/01/901 10		Total Mileage	2,220

Total Man Hours	Avg FF per call
611	5

Calls in County	Total Calls	
51	65	Sep-25
160	211	7/01/25 til 6/30/26
	581	1/1/25 til 12/31/25
	Calls in County 51 160 450	51 65 160 211

Two of Incident	Date of Incident	Location	Water Used/gallor
Type of Incident	9/16/2025	Joshua Dr @ Killion	2,000
Brush Fire	9/20/2025	322 Battletield Dr	100
Brush Fire		I-40 WB @ 414	500
Vehicle Fire	9/21/2025	1-40 VVD (B +1-4	
		<u> </u>	
		<u> </u>	
Total DWMF	Total SGUD	Total Bush's	Total Lake
		0	0
2,600	0		

Mutual Aid	
Given	Total
6	10



# Dandridge Fire Department 843 Old Hwy 92 Dandridge, TN 37725

	Sept '25	g no	Sept '25	Totals	Percentage
City Calls	14	County Calls	51	65	
A.Riley	1	A. Riley	5	6	9%
S. Williams	3	S. Williams	9	12	18%
J. Lindsey	1	J. Lindsey	5	6	9%
E. Blazer	5	E. Blazer	22	27	42%
H. Slusher	8	H. Slusher	35	43	66%
B. Hager	2	B. Hager	9	11	17%
B. Poole	0	B. Poole	0	0	0%
S. Cameron	3	S. Cameron	5	8	12%
A. Bell	0	A. Bell	0	0	0%
R.Newman	0	R. Newman	0	0	0%
N. Billingham	3	N. Billingham	13	16	25%
T. Claxton	0	T. Claxton	0	0	0%
D. Jacobson	8	D. Jacobson	20	28	43%
I. Norton	0	I, Norton	0	0	0%
L. Inman	0	L. Inman	0	0	0%
M. LaShier	2	M. LaShier	6	8	12%
K. Ajir	3	K. Ajir	24	27	42%
C. Gann	0	C. Gann	4	4	6%
M. Giardiello	1	M. Giardiello	10	11	17%
T. Kibodeoux	4	T. Kibodeoux	19	23	35%
J. Kaufman	9	J. Kaufman	31	40	62%
T. Rullo	0	T. Rullo	0	0	0%
K. Martin	6	K. Martin	25	31	48%
C. Dillon	0	C. Dillon	1	1	2%
B. McLaughlin	0	B. McLaughlin	5	5	8%
B. Spontak	0	B, Spontak	0	0	0%
K. Lindsey	1	K. Lindsey	3	4	6%



#### **Dandridge Fire Department**

P.O. Box 249 Dandridge, TN 37725

#### Office of Fire Chief

To:

The Honorable Dr. Mark Potts, Mayor of Jefferson County, TN

From: Andrew Riley, Fire Chief

Re:

1st Quarter Report of FY 2026

Date: October 3<sup>rd</sup>, 2025

Dr. Mark Potts,

The following is the first (1st) quarter report, dated July 1st, 2025, through September 30th, 2025, from the Dandridge Fire Department.

<u>July 2025</u>	<u>August 2025</u>	September 2025
City Calls: 19 (21.6%) County Calls: 69 (78.4%) Total Calls: 88 Miles driven: 1,895 Man hours: 715	City Calls: 18 (31.0%) County Calls: 40 (69.0%) Total Calls: 58 Miles driven: 1,984 Man hours: 666	City Calls: 14 (21.5%) County Calls: 51 (78.5%) Total Calls: 65 Miles driven: 2,220 Man Hours: 611

Total Calls for 1st Quarter: 211 (City-51 or 24.2% and County-160 or 75.8%)

Total Miles driven for 1st Quarter: 6,099 miles Total Man hours for 1st Quarter: 1,992 hours

Respectfully submitted,

Andrew Riley Fire Chief Dandridge Fire Department



#### Dandridge Fire Department PO Box 249

Dandridge, TN 37725

	July '25	Aug '25	Sept '25	Totals	Percentage
Calls	88	58	65	211	
A. Riley	8	6	6	20	9%
S. Williams	18	19	12	49	23%
J. Lindsey	13	14	6	33	16%
E. Blazer	36	24	27	87	41%
H. Slusher	54	33	43	130	62%
B. Hager	4	2	11	17	8%
B. Poole	2	1	0	3	1%
S. Cameron	15	9	8	32	15%
A. Beli	0	0	0	0	0%
R. Newman	0	0	0	0	0%
N. Bilingham	18	9	16	43	20%
T. Claxton	24	2	0	26	12%
D. Jacobson	19	27	28	74	35%
I. Norton	0	0	0	0	0%
L. Inman	0	0	0	0	0%
M. LaShier	2	2	8	12	6%
K. Rimm	0	0	0	0	0%
K. Ajir	36	24	27	87	41%
C. Gann	0	5	4	9	4%
M. Giardiello	38	14	11	63	30%
T. Kibodeaux	16	11	23	50	24%
J. Kaufman	31	42	40	113	54%
T. Rullo	0	0	0	0	0%
K. Martin	48	34	31	113	54%
C. Dillon	3	2	1	6	3%
B. McLaughlin	9	23	5	37	18%
T. Pehike	0	0	0	0	0%
B. Spontak	0	0	0	0	0%
K. Lindsey	10	7	4	21	10%

### Page 1

# Activity Log Event Summary By Officer (All Events)

## Dandridge Police Department

(09/01/2025 - 09/30/2025)

		• • • •				Е				
	Adai Mic	Smi And	Shelto Mich	Camero Sa	Fair, Dona	atts, Phill	Jones Treve	Watson Adaı	Hanshew, Shan	
	ns, rael	th, rew	n, ael	n, Ş	337 pl	4236	, r 6229	5 ° 6313	8276	
Event Type:	0056	0415	1032	<b>t</b>	0	0	0	0	0	!
<no event="" specified="" type=""></no>	8	0	>	5	,		7	2	8	
044 Disconnect	4	۲	4	0	-		t			
	0	0	~	0	0	0	0	0	0	
Abandoned Venicle-Ked Lag		0	0	0	0	0	0	0	0	
Abandoned Vehicle-Low		4	2	0	4	0	4	က	0	
Alarm-Business					0	0	0	0	0	
Aiam-Residential	0	<b>5</b>   <b>6</b>	) r	.   _	τ-	0	1	0	2	
Arrest-Felony	0	n	-			c	0	-	4	
Arrest-Misdemeanor	-	e	ю П	o						
Assault-Addravated	₩.	0	~	0	0			, c		
( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	1	0	0	0	γ	0	∍		1	
Assault-Simple		0	0	0	0	0	0	0	<b></b>	
Assist-Citizen			-		0	0	0	Ψ-	0	
Assist-Medical/EMS		-	-   ,		\			0	0	
Assist-Motorist	0	0	0	7	t   ,			8	2	
Assist-Officer	4	13	7	2			-   0		0	
Assist-Other Department/Agency	0		2	0	0			ŧ   C		
Bank Deposit Escort	0	0	0	0	0	0	o   c	C .	,   -	
BOLO	0	2	0	0	0	0	o   6	-   0	- c	
Rumland-Rusiness	0	0	0	0	0	0	0			
The state of the s	c	O	0	0	0	0	0	0	0	
Burglary-Residential	1	c	c		0	0	0	0	0	
Burgiary-Vehicle	o	5		,	,	0	2	2	0	
Call by Phone	0	က	3		7					
AND ADDRESS OF THE PARTY OF THE										£ (1)

### Page 2

# Activity Log Event Summary By Officer (All Events)

## Dandridge Police Department

(09/01/2025 - 09/30/2025)

### Page 3

# Activity Log Event Summary By Officer (All Events)

## Dandridge Police Department (09/01/2025 - 09/30/2025)

	Adams, Michael	Smith, Andrew	Shelton, S Michael	Cameron, Sam	Fair, Donald 5	Batts, Phillip &	Jones, 88 Trevor 6	Watson, ۲ ۵ Adam	Hanshew, & Shane &	]
Event Type:	0056	0415	1032	<u>+</u>		0	0	0	0	
Emotionally Disturbed Person	0	Э		>	>				0	
Escort	~	0	ဗ	0	0	0	0	<b>&gt;</b>		
Fire	0	0	0	0	0	0	-	0	0	
Epilow Lib	0	0	0	0	_	0	0	0	0	
Frand/ForderV	0	0	0	0	<b>~</b>	0	ဇ	0	0	
Dinaral Resort	0	0	0	0	0	o	0	0	-	
Lamesmant	0	0	0	0	0	0	0	0	0	ļ
Tatassition: Transia Droklem	~	0	0	2	0	0	<b></b>	·	О	
מתאפווופ ו מתאפוו	c	0	0	0	1	0	~	0	0	ļ
Missing Person	, c		Œ	67	0	0	0	0	တ	
Officer Investigation	o   «	1			4	0		0	ហ	
Other	o	0	4				c		0	
Overdose	0	۲-	0	0	0		)			
Property Check- Buisness	0	က	0	0	0	0	-	-	0	
Property Check- Residential	0	2	0	0	0	0	0	2	~	
Property Damage	0	0	0	0	0	0	0	0	0	
Property-Found	0	0	0	0	0	0	0	0	0	
Property-Lost	0	0	0	0	0	0	0	0	0	
Public Intoxication	0	_	0	0	0	0	0	0	0	
0000	0	0	0	0	0	0	0	0	0	
rape	c	0	0	0	0	0	0	0	0	
Koppery			0 ×		ď	6.	o	0	æ	
School Zone	0	0	81.	>   		>				

Date: 10/02/2025 -- Time: 10:36

# Activity Log Event Summary By Officer (All Events)

## Dandridge Police Department

(09/01/2025 - 09/30/2025)

		3			•					
	Adams, Michael	Smith, Andrew	Shelton, Michael	Cameron, Sam	Fair, Donald	Batts, Phillip &	Jones, 88 Trevor 8	Watson, ⇔ Adam &	Hanshew, <sup>.</sup> Shane &	
Event Type:	0056	0415	1032	1/14	1/66	0074		c	0	
Shooting	0	0	0	0	0	0		>   		
מומספוס	0	0	0	0	0	0	0	0	5	
Starking	0	0	0	0	0	0	0	0	0	
Stolen Vehicle		0	0	0	0	0	0	0	0	
Suicide Attempt	7	)	0	0	0	0	0	0	1	
Suicide Threat	-	>			-	0	0	မ	0	
Suspicious Person	4.	7	0		.   (			C	0	
Suspicious Vehicle	~	<u>.</u>	٥٠	2			) 	)   c	\ \ \	
Theff	-	0	₩.	0	0	0		o   ·	-   0	
	0	-	0	0	₩.	0	က		0	
	(*	24	7	0	13	7	7	15	2	
Traffic Stop	,   ,   		c	C	0	0	0	0	0	
Training	0	>	>	,			c	_	0	
Transport	0	0	0	0	)     		,   c		0	
Trespassing	0	0	0	0	0	o	5   6			
	0	0	0	0	0	0	o   	0		
Uniock val		C	0	0	7	0	7	0	0	
Vandalism	>				C		0	0	0	
Vehicle Search	0	0	0	>     					_	
Warrant-Attempt	0	0	0	0	0		-   (		m	
Well Being Check	9	0	3		0	5	7	>	<b>,</b>	

# Activity Log Event Summary By Officer (All Events)

## Dandridge Police Department

(09/01/2025 - 09/30/2025)

	***************************************		
Hanshew, 62 Shane &	89	175.5	757
Watson, 연 Adam B	65	193.5	1555.2
Jones, 8 Trevor 8	61	192	1173
Batts, Phillip 87.34	တ	0	0
Fair, Donald 5.88	64	188.5	896
Cameron, 42 Sam 42	17	180	10910
Shelton, & Michael	98	161	1235
Smith, 4	103	197	1094
Adams, & Michael S	04	168	1157.6
	Total Events Performed:	Total Hours Worked:	Total Miles Driven:
!	Event Type: Total Event Types Analyzed: 81		

Template Name: LGC Balance Sheet Created by: LG@talled

Town of Dandridge Balance Sheet September 2025

**User:** Kendali Moore **Date/Time:** 10/16/2025 3:11 PM Page 1 of 7

Fund: 110 General Fund		
Account Number	Account Description	Balance
	Assets	
110-11211	Cash In Bank - First Peoples	6,178,114.13
110-11311	Cash In Bank - Cnb Payroli	131,408.85
110-11319	Town of Dandridge ARPA Funds	535,710.28
110-11400	Petty Cash	200,00
110-11410	Judicial Petty Cash	200.00
110-11430	Petty Cash - Activity Center	400.00
110-13100	Taxes Receivable	50,551.00
110-13110	Taxes Receivable - Current	1,149,000.00
110-13120	Taxes Receivable - Delinquent	103,322.79
110-13291	Other Accounts Receivable	58,687.06
110-13600	Due From DVFD (Formerly Solid Waste Fund)	2,617.57
110-13613	Due From Drug Fund	273.60
110-13643	Due From Water & Sewer Fund	2,940,00
110-13730	Due From State - Shared Revenues	112,537.03
110-13750	Due From State - Tdot	3,716.46
110-13760	Due From Jefferson County	392,213.61
110-15290	Due From The Point	7,329.20
110-15480	Deferred Lease Receivable	834,992.00
	Total Assets	9,564,213.58
	Total Assets and Deferred Outflows of Resources	9,564,213.58
	Liabilities	
110-21120	Accounts Payable	(15,812.43)
110-21150	Due To Icma Annuity	(240.97)
110-21170	Payrolls Payable	(130,887.26)
110-21211	FICA Taxes Payable	(24,685.41)
110-21212	Federal Withholding Payable	(9,646.21)
110-21213	State Withholding Tax Payable	(2,058.47)
110-21220	Due To State Health Plan	7,444.70
110-21221	Due To USAble Life Insurance	(218.20)
110-21224 "	Due To Bcbs - Dental	(296.81)
110-21226	Due To LICOA	(1,171.81)
110-21228	Due To AirMed	24.70
110-21229	Due To Liberty National	(532,15)
110-21241	Due To Tcrs Retirement	(12,672.50)
110-21270	Garnishment Payable	(115.96)
110-21400	Due To Other Funds	(15,051.22)
110-21413	Due To Federal Revenue Sharing Fund	(5,000.00)
110-21414	Due To Special Revenue Fund No3	(6,163.22)
110-21415	Due To Sanitation Fund	(50,049.97)
110-21416	Due To Tourism Fund	(441,477.74)
110-21443	Due To Water And Sewer Fund	0,20
110-21520	Due To State Of Tennessee	538,80
110-21820	Accrued Wages Payable	(53,687.59)
110-22120	Other Revenue Collected In Advance	(1,149,000.00)
110-22121	Deferred Property Tax Revenue	(137,476,57)
110-22150	Deferred Inflow-Leases	(834,992.00)
110-26310	Committed for Employee Assistance Fund	(1,500.00)

Template Name: LGC Balance Sheet Created by: LGC Balance Sheet

Town of Dandridge Balance Sheet September 2025

**User:** Kendall Moore **Date/Time:** 10/16/2025 3:11 PM Page 2 of 7

Fund : 110 Account Numl	General Fund	Account Description	Balance
account Numi 110-27100	ne.	Fund Balance - Unappropriated	(6,753,664.31)
110-27100	•	Total Liabilities	(9,638,392,40)
		Total Liabilities, Deferred Inflows of Resources, and Fund Bala	(9,638,392.40)
		Revenues	
.10-31110	_	Real And Personal Property Tax (Current)	(21,239,00)
.10-31110		Property Tax Delinquent - 1st Prior Year	(27,025.00)
.10-31211		Property Tax Delinquent - Other Prior Ye	(385,57)
		Inter And Penalty On Prop Taxs (Current)	(3,736.76)
10-31310		Local Sales Tax - Co. Trustee	(560,634.04
10-31610		Wholesale Beer Tax	(61,973,05
10-31710		Wholesale Liquor Tax	(7,580.05
110-31720		Mixed Drink Taxes	(9,862.96
110-31730		Wholesale Wine Tax	(9,116.66
110-31740		Business Taxes	(6,991,21
110-31800		Cable TV Franchise Tax	(10,802.08
110-31912		Beer Licenses	(100.00
110-32210		Building And Related Permits	(43,616.00
110-32600		Other Federal Grants	(5,970.56
110-33190			(48,660.00
110-33430		State Grant No3 State Grant No9	(1,500,00
110-33490			(104,701.7)
110-33510		State Sales Tax	(727.7
110-33511		State Telecomm, Sales Tax State Gasoline And Motor Fuel Tax	(30,479.1
110-33551		<del></del>	(1,521.5
110-33552		State-City Streets And Transportation	(464,5
110-33558-		Transportation Mod.	(1,677.1
110-33594-		Telecomunication Privilege Tax	(753.6
110-34121		Clerks' Fees - Business Tax	(50.0
110-34190-		Other General Government Charges	(1,191.0
110-34200-		Public Safety - Charges For Services	(170.0
110-34240-		Accident Report Charges	(8,367.5
110-34290-		Other Public Safety Charges	(5,046.9
110-34311-		Streets, Sidewalk, And Curb Repair	(706.6
110-34454-		Sale Of Recyclable Materials	(8,635.0
110-34721-		Annual Membership	(5,686,0
110-34722-		Daily Admittance	(2,810.0
110-34740-		Park And Recreation Charges	(7,167.0
110-34742-		Basketball League	(9,392,0
110-34745-		Concessions	(7,177.5
110-34751-		Rental Fees	(8,146.
110-34759-		Other	(333.6
110-35000-		Fines, Forfeits, And Penalties	(5,318.5
110-35110-		City Court Fines And Costs	(1,510.0
110-35140-		Drug Related Fines	(2,500.0
110-35300-		Penalties	(2,500.1 (41,695.1
110-36100-		Interest Earnings	(41,093
110-36190-		Interest Earnings - ARPA	(454.)
110-36210-	<u>.</u> .	Rent	(17,400.
110-36330-	<del>-</del> -	Sale Of Equipment	(17,400,1

Template Name: LGC Balance Sheet Created by: LGCtailed

Town of Dandridge Balance Sheet September 2025

**User:** Kendall Moore **Date/Time:** 10/16/2025 3:11 PM Page 3 of 7

Fund : 110 General Func Account Number	Account Description	Balance
110-36533	Sale Of Sanitation Supplies	(715.00)
110-36543	Sale Of Cultural Supplies And Materials	(92.00)
110-36700	Contri And Donation From Private Sources	(20,500.00)
110-36730	Contri And Donations-Individuals	(1,333.00)
110-36733	Contri & Donations - Kevin Glenn	(200.00)
110-36990	Miscellameous Refunds	(5,138.77)
110 30770	Total Revenues	(1,138,172.57)
	Total Revenues	(1,138,172.57)
	Expenditures	
10-41100-110-	Legislative - Salaries	13,650.00
110-41600-110-	Central Staff Agencies - Salaries	68,451.42
110-41700-110-	Building Inspector/Codes Enforcement - Salaries	15,686.97
110-41800-110	General Government Buildings - Salaries	18,349.82
110-42100-110	Police - Salaries	171,457.76
110-42200-110-	Fire Protection And Control - Salaries	0.00
110-43100-110-	Highways And Streets - Salaries	47,267.81
110-43170-110	City Garage - Salaries	12,124.80
110-43200-110-	Sanitation - Salaries	14,070,40
110-44400-110	Recreation - Salaries	20,026.17
110-44420-110-	Fod Activity Center - Salaries	28,566,84
110-41600-111	Central Staff Agencies - Salaries - Partime Employees	7,835.55
110-44420-111	Fod Activity Center - Salaries - Partime Employees	27,903.07
110-41800-112	General Government Bulldings - Salaries - Permanent Employees -	941.99
110-42100-112-	Police - Salarles - Permanent Employees - Overtime	7,570.8!
110-44400-112	Recreation - Salaries - Permanent Employees - Overtime	1,792.65
110-44420-112-	Fod Activity Center - Salaries - Permanent Employees - Overtime	313.50
110-42100-119	Police - Other Salaries-Instructors	4,692.50
110-44420-119	Fod Activity Center - Other Salaries-Instructors	4,041.80
110-41600-139	Central Staff Agencies - Employee Ins/457 Salary Supplement	1,522,19
110-41800-139-	General Government Buildings - Employee Ins/457 Salary Supplement	785,4
110-42100-139	Police - Employee Ins/457 Salary Supplement	4,754.9
110-42100-139	Highways And Streets - Employee Ins/457 Salary Supplement	1,565.3
	Sanitation - Employee Ins/457 Salary Supplement	417.6
110 10000 100	Recreation - Employee Ins/457 Salary Supplement	398,7
110-44400-139 110-44420-139	Fod Activity Center - Employee Ins/457 Salary Supplement	944.7
	Legislative - Oasi (Employee's Share)	1,044.2
110-41100-141 110-41600-141	Central Staff Agencies - Oasi (Employer's Share)	5,863,9
	Building Inspector/Codes Enforcement - Oasi (Employer's Share)	1,185.2
110-41700-141 110-41800-141	General Government Buildings - Oasi (Employer's Share)	1,429.2
110-42100-141	Police - Oasi (Employer's Share)	13,766.1
	Fire Protection And Control - Oasi (Employer's Share)	0.0
110-42200-141	Highways And Streets - Oasi (Employer's Share)	3,603.9
110-43100-141	City Garage - Oasi (Employer's Share)	875.5
110-43170-141		1,081.6
110-43200-141	Sanitation - Oasi (Employer's Share)	1,699.6
110-44400-141	Recreation - Oasl (Employer's Share)	4,693.2
110-44420-141	Fod Activity Center - Oasi (Employer's Share)	264.2
110-41100-142	Legislative - Hospital And Health Insurance	204,2

Template Name: LGC Balance Sheet Created by: LGC Balance Sheet

### Town of Dandridge Balance Sheet September 2025

**User:** Kendali Moore **Date/Time:** 10/16/2025 3:11 PM Page 4 of 7

Fund: 110 General Fund		
Account Number	Account Description	Balance
110-41700-142	Building Inspector/Codes Enforcement - Hospital And Health Insurance	2,486.64
110-41800-142	General Government Buildings - Hospital And Health Insurance	4,923.03
110-42100-142	Police - Hospital And Health Insurance	29,668.71
110-43100-142	Highways And Streets - Hospital And Health Insurance	10,092.26
110-43170-142	City Garage - Hospital And Health Insurance	2,542.41
110-43200-142	Sanitation - Hospital And Health Insurance	3,304.88
110-44400-142	Recreation - Hospital And Health Insurance	4,941.60
110-44420-142	Fod Activity Center - Hospital And Health Insurance	2,814.27
110-41100-143	Legislative - Retirement - Current	1,170.00
110-41600-143	Central Staff Agencies - Retirement - Current	10,496.03
110-41700-143	Building Inspector/Codes Enforcement - Retirement - Current	2,353.06
110-41800-143	General Government Buildings - Retirement - Current	3,011.57
110-42100-143	Police - Retirement - Current	27,824.07
110-43100-143	Highways And Streets - Retirement - Current	7,324.95
110-43170-143	City Garage - Retirement - Current	1,818.72
110-43200-143	Sanitation - Retirement - Current	2,285.70
110-44400-143	Recreation - Retirement - Current	3,332,65
110-44420-143	Fod Activity Center - Retirement - Current	4,465.53
110-41100-146	Legislative - Workmen's Compensation	114,35
110-41600-146	Central Staff Agencies - Workmen's Compensation	381,10
110-41700-146	Building Inspector/Codes Enforcement - Workmen's Compensation	1,282.36
110-41800-146	General Government Buildings - Workmen's Compensation	2,022.56
110-42100-146	Police - Workmen's Compensation	22,679.89
110-43100-146	Highways And Streets - Workmen's Compensation	3, <del>9</del> 81.29
110-43170-146	City Garage - Workmen's Compensation	1,154.69
110-43200-146	Sanitation - Workmen's Compensation	3,136.05
110-44400-146	Recreation - Workmen's Compensation	1,280.95
110-44420-146~ -	Fod Activity Center - Workmen's Compensation	5,756.05
110-41600-147	Central Staff Agencies - Unemployment Insurance	13.19
110-42100-147	Police - Unemployment Insurance	8.04
110-44420-147	Fod Activity Center - Unemployment Insurance	42,43
110-41100-148	Legislative - Employee Education And Training	185,00
110-41600-148	Central Staff Agencies - Employee Education And Training	250.00
110-41700-148	Building Inspector/Codes Enforcement - Employee Education And	60,00
110-42100-148	Police - Employee Education And Training	695.00
110-43100-148	Highways And Streets - Employee Education And Training	200.00
. 110-41100-230	Legislative - Publicity, Subs, & Dues	1,409.00
110-41600-230	Central Staff Agencies - Publicity, Subs, & Dues	283,25
110-42100-230	Police - Publicity, Subs, & Dues	330.00
110-43100-235	Highways And Streets - Memberships, Registration Fees, And Tuition	138.00
110-44420-235-	Fod Activity Center - Memberships, Registration Fees, And Tultion	60.00
110-41990-236	Other General Government Expense - Public Relations	100,00
110-42100-236	Police - Public Relations	476,17
110-41990-237	Other General Government Expense - Advertising	575,00
110-41800-241	General Government Buildings - Electric	2,738.47
110-42100-241-	Police - Electric	849,79
110-43100-241	Highways And Streets - Electric	1,069.45
110-43200-241-	Sanitation - Electric	754,49

Template Name: LGC Balance Sheet Created by: LGC Balance Sheet

#### Town of Dandridge Balance Sheet September 2025

**User:** Kendall Moore **Date/Time:** 10/16/2025 3:11 PM Page 5 of 7

Fund: 110 Ge	neral Fund	
<b>Account Number</b>	Account Description	Balance
110-44400-241	Recreation - Electric	5,053,56
110-44420-241	Fod Activity Center - Electric	11,295.28
110-44800-241	Libraries - Electric	1,591.88
110-41800-242	General Government Buildings - Water & Sewer	851.20
110-42100-242	Police - Water & Sewer	120.71
110-43100-242	Highways And Streets - Water & Sewer	181.07
110-43200-242	Sanitation - Water & Sewer	121.41
110-44400-242	Recreation - Water & Sewer	1,397.44
110-44420-242	Fod Activity Center - Water & Sewer	624.10
110-44800-242-	Libraries - Water & Sewer	213.60
110-41800-244-	General Government Buildings - Gas	62,87
110-42100-244	Police - Gas	17.67
110-43100-244-	Highways And Streets - Gas	34.66
110-43200-244-	- Sanitation - Gas	24.51
110-44400-244-	Recreation - Gas	47.35
110-44420-244-	Fod Activity Center - Gas	66.81
110-44800-244-	- Libraries - Gas	31,82
110-41100-245-	- Legislative - Telephone And Telegraph	525,00
110-41600-245-	Central Staff Agencies - Telephone And Telegraph	2,277.69
110-41700-245-	Building Inspector/Codes Enforcement - Telephone And Telegraph	225,00
110-41800-245-	- General Government Buildings - Telephone And Telegraph	240.00
110-42100-245-	- Police - Telephone And Telegraph	3,407.84
110-43100-245-	- Highways And Streets - Telephone And Telegraph	585.00
110-43170-245-	- City Garage - Telephone And Telegraph	120,00
110-43200-245-	- Sanitation - Telephone And Telegraph	160,00
110-44400-245-	- Recreation - Telephone And Telegraph	240.00
110-44420-245-	- Fod Activity Center - Telephone And Telegraph	974.88
110-47210-245-	<ul> <li>Department Of Tourism - Telephone And Telegraph</li> </ul>	199,96
110-43190-247-	- State Street Aid - Street Lighting (Electric And Maint.)	22,210.15
110-43200-251-	- Sanitation - Medical	0.00
110-41200-252-	- Judicial - Legal Services	1,050.00
110-41600-253-	Central Staff Agencies - Accounting And Auditing Services	3,913.82
110-41600-255-	- Central Staff Agencies - Data Processing Services	16,748.00
110-42100-255-	- Police - Data Processing Services	3,786,50
110-41990-257-	Other General Government Expense - Tennessee State Planning Office	4,761.25
110-41600-259-	- Central Staff Agencies - Other Professional Services	279.99
110-41800-259-	- General Government Buildings - Other Professional Services	665,00
110-41990-259 <del>-</del>	Other General Government Expense - Other Professional Services	1,439.95
110-42100-259-	- Police - Other Professional Services	1,072.05
110-43100-259-	- Highways And Streets - Other Professional Services	851.57
110-44400-259-	- Recreation - Other Professional Services	89.85
110-44420-259-	Fod Activity Center - Other Professional Services	3,925.37
110-42100-260-	- Police - Repair And Maintenance Services	65.56
110-43100-260-	- Highways And Streets - Repair And Maintenance Services	375.12
110-43200-260-	Sanitation - Repair And Maintenance Services	19.15
110-44400-260-	Recreation - Repair And Maintenance Services	334.65
110-44420-260-	- Fod Activity Center - Repair And Maintenance Services	2,504,87
110-47210-260-	Department Of Tourism - Repair And Maintenance Services	1,150.00

Template Name: LGC Balance Sheet Created by: LGE tailed

Town of Dandridge Balance Sheet September 2025

**User:** Kendall Moore **Date/Time:** 10/16/2025 3:11 PM Page 6 of 7

Fund: 110 General Fund		p-1
Account Number	Account Description	Balance
110-41800-266	General Government Buildings - Repair And Maintenance Buildings	929.61
110-41600-267	Central Staff Agencies - Repair And Maintenance Services	567,95
110-41800-267	General Government Buildings - Repair And Maintenance Services	109.87
110-43100-268	Highways And Streets - Cont. Repair Streets	720.00
110-41600-280- ~	Central Staff Agencies - Travel	300,00
110-41100-287	Legislative - Meals And Entertainment	169.98
110-43100-287	Highways And Streets - Meals And Entertainment	151.30
110-44420-287	Fod Activity Center - Meals And Entertainment	43.79
110-44420-290	Fod Activity Center - Other Contractual Services	21,154.33
110-43200-295	Sanitation - Tipping Fees	1,798.37
110-41600-298	Central Staff Agencies - Collection Fees	1,797.32
110-41600-310-	Central Staff Agencies - Office Supplies And Materials	1,215.75
110-41700-310	Building Inspector/Codes Enforcement - Office Supplies And Materials	59,68
110-42100-310-	Police - Office Supplies And Materials	246,92
110-43100-320- "	Highways And Streets - Operating Supplies	3,297.84
110-43200-320	Sanitation - Operating Supplies	316.65
110-44400-320	Recreation - Operating Supplies	4,574,39
110-44420-323	Fod Activity Center - Meals	5,195.92
110-41800-324	General Government Buildings - Household And Janitorial Supplies	1,708.92
110-44420-325	Fod Activity Center - Recreation Supplies	39.99
110-42100-326-	Police - Clothing And Uniforms	8,768.64
110-43100-326	Highways And Streets - Clothing And Uniforms	819.80
110-43200-326	Sanitation - Clothing And Uniforms	499.90
110-44420-326	Fod Activity Center - Clothing And Uniforms	325,00
110-42100-327	Police - Fire Arm Supplies	153.64
110-42100-329	Police - Other Operating Supplies	140.56
110-41800-330	General Government Buildings - Repair And Maintenance Supplies	903.27
110-42100-331	Police - Gas, Oil Etc.	7,922.83
110-43100-331	Highways And Streets - Gas, Oil Etc.	5,678.68
110-43200-331	Sanitation - Gas, Oil Etc.	1,818.26
110-44400-331	Recreation - Gas, Oil Etc.	1,165.48
110-44420-331	Fod Activity Center - Gas, Oil Etc.	144.85
110-42100-332	Police - Motor Vehicle Parts	1,840.74
110-43100-332	Highways And Streets - Motor Vehicle Parts	4,535,99
110-43200-332	Sanitation - Motor Vehicle Parts	3,010.02
110-41800-339	General Government Buildings - City Property Beautification	2,207.16
110-43100-400	Highways And Streets - Building Materials	6,488.98
110-41990-510	Other General Government Expense - Insurance	83,980.42
110-43200-510	Sanitation - Insurance	12,831.85
110-41800-533	General Government Buildings - Machinery And Equipment Rental	450,00
110-49000-621	Debt Service - Retirement Of Bank Notes	483,00
110-49000-623	Debt Service - Object Not In Use	267,00
110-41600-691	Central Staff Agencies - Bank Service Charges	257.06
110-42100-691	Police - Bank Service Charges	14.96
110-41990-723	Other General Government Expense - Grants & Donations	6,500.00
110-42200-760-	Fire Protection And Control - Transfers To Other Funds	90,254.00
110-43200-761	Sanitation - Transfers To Other Funds No1	(210,65)
110-44400-937	Recreation - Parks And Recreation Facilities	5,917.23

Town of Dandridge Balance Sheet September 2025 Template Name: LGC Balance Sheet Created by: LGC Balance Sheet **User:** Kendali Moore **Date/Time:** 10/16/2025 3:11 PM Page 7 of 7 Fund: 110 **General Fund Account Number Account Description** Balance Department Of Tourism - Parks And Recreation Facilities 89,000.00 110-47210-937-38,342.29 110-42100-949-Police - Other Machinery And Equipment 1,212,351.39 **Total Expenditures** 1,212,351.39 Total Expenditures 0.00 **Fund Totals: General Fund** 110

Template Name: TRIAL BALANCE-Created by: BOTA

Dandridge Water Department Balance Sheet September 2025

**User:** Michelle Boyer **Date/Time:** 10/1/2025 12:47 PM Page 1 of 4

Fund: 413 Water and		Balance
Account Number	Account Description	balance
	Assets	400 OO
413-11100	Cash On Hand	400.00
413-11217	Cnb Sewer Rural Development Checking	5,00
413-11218	CNB-ESCROW-417 WATER	0.00
413-11220	CNB-ESCROW-MERKEL BROTHERS	38,090.75
413-11223	Cnb Money Market Checking	302,933.66
413-11234	CNB O & M Checking	181,004.03
413-11235	CNB Payroli	5.00
413-11236	CNB BIII Collections/CC	0.00
413-11237	CNB-ELECTRONIC PAYMENT	0,00
413-11250	State Investment Pool	3,834,791.67
413-11400	Petty Cash	200.00
413-11910	Cash Over And Short	(2.79)
413-13221	Accounts Receivable - Customers	369,886.60
413-13225	Accounts Receivable - Credit Cards	0.00
413-13230	Unbilled Accounts Receivable	159,071.60
413-13260	Returned Checks Receivable	863.67
413-13292	Allowance For Uncollectable A/R Credit	(2,000.00)
413-13600	Due From Other Funds	330.00
413-16210	Storage Building	73,020.00
413-16412	VEHICILES	116,297.00
413-16525	TDEC-APRA	46,304.00
413-16526	CDBG GRANT	1,604,892.47
413-16527	TDOT-RIMMER CREEK	9,163.60
413-16528	TDOT-KOONTZ CREEK	5,969.38
413-16529	ARC GRANT	0,20
413-16540	ARC SEWER EXPENSE	212,137.00
413-16620	WWTP-UPGRADES	423,900.00
413-16621	CLINE RD LFT STATION/92 FM	735,507.00
413-17600	DEFERRED OUTFLOWS OF RESOURCES-PENSION	105,258.00
413-17610	DEFERRED O/F-OPEB BENEFIT PAYMENT	839.00
413-17700	DEFERRED OUTFLOW 2017 CHANGE IN PROPORTION	183,877.00
413-17800	DEFERRED OUTFLOW 2016 INVESTMENT LOSS	99,661.00
413-17900	Clearing Account	71,784.00
413-17920	DEFERRED OUTFLOW-OPEB ASSUMPTION CHANGE	13,493.00
413-17930	DEFERRED OUTFLOW-OPEB EXP LOSS 2020	1,628.00
413-18100	Water-Plant Accounts	15,563,307.62
413-18190	Allowance For Depreciation-Water Plant A	(5,531,008.09)
413-18200	Sewer System	9,396,111.52
413-18239	PUMP STATION UPGRADE	6,083.60
413-18290	Allowance For Depreciation-Sewer Plant A	(4,736,566.79)
	Total Assets	23,287,237.70
	Total Assets and Deferred Outflows of Resources	23,287,237.70
	Liabilities	
413-21120	Accounts Payable	(76,373.59)
413-21121	ACCOUNTS PAYABLE CONST.	(274,072.05)
413-21150	Annuities Payable	0.00
413-21200	Payroll Deductions Payable	(39,365.91)

Template Name: TRIAL BALANCE-Created by: BMA

Dandridge Water Department Balance Sheet September 2025

**User:** Michelle Boyer **Date/Time:** 10/1/2025 12:47 PM Page 2 of 4

Fund : 413	Water and Sewer		
Account Numbe	r	Account Description	Balance
413-21211	-	Social Security Taxes Payable	0.00
413-21212	-	Withholding Taxes Payable	0.00
413-21221	•	Bc/Bs Health Ins	(12,971.39)
413-21222	•	LICOA (Pre-Tax)	166.76
413-21225	in .	Aflac Short Term Disability	13,13
413-21229	-	Liberty National Insurance	245.70
413-21241		Due To State Retirement System	(11,457.71)
413-21250	-	Unemployment Ins Payable	(42.00)
413-21400	-	Due To Other Funds	(22,329.90)
413-21410	-	Due to General Fund - Alr Med	452,46
413-21411	•	Due To General Fund (Sanitation)	(34,310.12)
413-21521	-	Due To State Dept Of Rev - Sales Taxes	(14,217.42)
413-21820	*	Accrued Wages Payable	(15,964.11)
413-21890	-	Compensated Absences Payable	(33,267.23)
413-22200	-	Unamortized Premiums	(13,464.38)
413-23000	-	Long-Term Llabilities	(88,357.00)
413-23100	-	Bonds Payable	(1,165,000.00)
413-23132	-	WWTP	(2,946,400.00)
413-24000	•	Other Credits	(87,275.00)
413-24600	-	DIOR-2016 EXPERIENCE GAIN	(4,750.00)
413-24910	-	DIOR-2015 EXP GAIN	(127,234.00)
413-25000	•	Contributions From Others	(13,958.00)
413-25100	-	Contribution From Governmental Unit	(13,436.00)
413-28600	-	Retained Earnings-State Government	(11,568,026.00)
		Total Liabilities	(16,561,393.76)
		Total Liabilities, Deferred Inflows of Resources, and Fund Bala	(16,561,393.76)
		Revenues	
413-33103	_	ARC Sewer Revenue	(4,942,56)
413-33193	-	APRA-REV	(795,167.82)
413-36100	-	Interest Earnings	(22,277.16)
413-37110	_	Metered Water Sales	(752,235.69)
413-37191	-	Forfeited Discounts/Penalties - Water	(7,860.68)
413-37193	-	Water Meter Turn-On Fees	(16,200.00)
413-37196	-	Water Tap Fees	(54,500.00)
413-37198		Water Meter Reconnect Fee's	(9,625.00)
413-37199		Miscellaneous - Water	(1,441.80)
413-37210	-	Sewer Service Charges	(395,740.12)
413-37291	<b>.</b>	Forfelted Discounts/Penalties - Sewer	(5,560.04)
413-37296	_	Sewer Tap Fees	(25,500.00)
		Total Revenues	(2,091,050.87)
		Total Revenues	(2,091,050.87)
		Expenditures	
413-52113-110-	-	Water Purification Facilities - Salaries	32,974.71
413-52213-110-		Sewer Treatment And Disposal - Salaries	79,598.38
413-52317-110-		Administrative & General Expenses - Salaries	59,474.72
		· · · · · · · · · · · · · · · · · · ·	,
		Water Purification Facilities - Overtime	3,095.62
413-52113-112-		Water Purification Facilities - Overtime Sewer Treatment And Disposal - Overtime	3,095.62 3,484.30

Template Name: TRIAL BALANCE-Created by: BYA

#### Dandridge Water Department Balance Sheet September 2025

User: Michelle Boyer
Date/Time: 10/1/2025 12:47 PM
Page 3 of 4

Balance

	······································	September 2025	Page 3 of 4
Fund : 413	Water and Sewer		
Account Number	er	Account Description	Balance
413-52113-119-	-	Water Purification - Other Salaries	94,43
413-52113-139-	-	Water Purification Facilities - Employee Benefit-457	929.70
413-52213-139-	-	Sewer Treatment And Disposal - Employee Benefit-457	2,424.28
413-52317-139-	-	Administrative & General Expenses - Employee Benefit-457	1,674.90
413-52113-141-	•	Water Purification Facilities - Fica (Employer's Share)	2,669.46
413-52213-141-	<b>n</b>	Sewer Treatment And Disposal - Fica (Employer's Share)	6,141.85
413-52317-141-	-	Administrative & General Expenses - Fica (Employer's Share)	4,488.82
413-52113-142-	-	Water Purification Facilities - Hospital And Health Insurance	8,222.67
413-52213-142-	•	Sewer Treatment And Disposal - Hospital And Health Insurance	16,722.30
413-52317-142-	-	Administrative & General Expenses - Hospital And Health Insurance	13,888.12
413-52113-143-	~	Water Purification Facilities - Employee Retirement Plan - Current	5,564.18
413-52213-143-	-	Sewer Treatment And Disposal - Employee Retirement Plan - Current	12,826.05
413-52317-143-	-	Administrative & General Expenses - Employee Retirement Plan -	9,184.10
413-52113-146-	-	Water Purification Facilities - Workmen's Compensation	1,490.69
413-52213-146-	-	Sewer Treatment And Disposal - Workmen's Compensation	4,428.90
413-52317-146-	<u>.</u>	Administrative & General Expenses - Workmen's Compensation	1,466.09
413-52113-147-	-	Water Purification Facilities - Unemployment Insurance	21.00
413-52213-147-	-	Sewer Treatment And Disposal - Unemployment Insurance	21.00
413-52317-148-	-	Administrative & General Expenses - Employee Education And Training	440.00
413-52317-170-	-	Administrative & General Expenses - Fees	7,743.98
413-52317-211-	•	Administrative & General Expenses - Postage, Box Rent, Etc.	8,964.65
413-52113-241-	-	Water Purification Facilities - Electric	1,517.02
413-52213-241-	•	Sewer Treatment And Disposal - Electric	43,521.23
413-52113-244-	-	Water Purification - Gas	48.10
413-52213-244-	-	Sewer Treatment And Disposal - Gas	48.05
413-52113-245-	•	Water Purification Facilities - Telephone & Communication Services	522.50
413-52213-245-	-	Sewer Treatment And Disposal - Telephone & Communication Services	842,50
413-52317-245-	-	Administrative & General Expenses - Telephone & Communication	1,302.47
413-52213-251-	-	Sewer Treatment And Disposal - Medical Services	32.00
413-52317-253-	-	Administrative & General Expenses - Accounting And Auditing Services	4,195.12
413-52317-255-	-	Administrative & General Expenses - Data Processing Services	25,805,00
413-52113-266-	-	Water Purification Facilities - Repair And Maintenance Buildings	1,191.62
413-52213-266-	-	Sewer Treatment And Disposal - Repair And Maintenance Buildings	1,191.62
413-52317-287-	•	Administrative & General Expenses - Meals And Entertainment	374.96
413-52317-310-	-	Administrative & General Expenses - Office Supplies & Postage	1,532.02
413-52113-322-	. •	Water Purification Facilities - Chemical, Laboratory, And Medical	681.31
413-52213-322-		Sewer Treatment And Disposal - Chemical, Laboratory, And Medical	8,756.39
413-52113-326-	-	Water Purification Facilities - Clothing And Uniforms	2,025.09
413-52213-326-	-	Sewer Treatment And Disposal - Clothing And Uniforms	3,008.10
413-52317-326-		Administrative & General Expenses - Clothing And Uniforms	459.10
413-52213-329-	-	Sewer Treatment And Disposal - Other Operating Supplies	2,754.90
413-52113-331-		Water Purification Facilities - Gas, Oil, Diesel Etc	3,110,15
413-52213-331-		Sewer Treatment And Disposal - Gas, Oil, Diesel Etc	3,110.10
413-52113-332-		Water Purification Facilities - Vehicle Parts & Repair	314.85
413-52213-332-		Sewer Treatment And Disposal - Vehicle Parts & Repair	314,80
413-52113-340-		Water Purification Facilities - Other Repair And Maintenance Supplies	82,917.56
413-52213-340-		Sewer Treatment And Disposal - Other Repair And Maintenance	44,380.74
413-52113-353-		Water Purification Facilities - Water Purchased For Resale	237,829.56

Template Name: TRIAL BALANCE-**Dandridge Water Department** User: Michelle Boyer Balance Sheet September 2025 Date/Time: 10/1/2025 12:47 PM Page 4 of 4 Created by: BOTA Water and Sewer Fund: 413 **Account Number Account Description** Balance 413-52317-510-Administrative & General Expenses - Tmi Insurance 65,427.27 413-52113-540-Water Purification Facilities - Depreciation 125,867.67 413-52213-540-Sewer Treatment And Disposal - Depreciation 107,940.24 413-52213-564-Sewer Treatment And Disposal - State Annual Maintenance Fee 5,523.50 413-52317-630-Administrative & General Expenses - Interest On Bond Debt - Tmbf 35,760.64 413-52317-741-Administrative & General Expenses - Bad Debt Expense 2,714.50 **Total Expenditures** 1,103,133.25 1,103,133.25 **Total Expenditures** 

5,737,926.32

**Fund Totals:** 

413

**Water and Sewer** 

Dandridge Local Option Sales Tax Collections (Total Collections) 5 Year Trend

	2016	2017	2018	2019	2020	2020 5 YR AVERAGES	2021	2022	2023	2024	2025
	216 516	257 825	226 912	231.719	267,414	240,083	317,975	341,362	356,152	338,207	370,479
Sobring.	173.085	191,377	181.380	200,098	219,593	193,107	255,879	266,940	282,363	315,166	324,130
March	175.034	174.392	178.427	207,404	203,955	187,842	233,490	274,286	294,505	312,217	325,875
Anril	209,160	231,082	225,202	220,809	248,009	226,852	307,997	366,499	333,979	370,189	325,875
) All Mark	213.069	214.909	225,841	223,072	226,296	220,637	334,643	460,284	324,767	341,019	357,023
	220,222	235,158	244.302	247,859	266,322	242,916	323,284	362,223	363,660	371,777	372,954
	728.837	235.841	245.788	249,779	279,366	247,921	322,099	341,861	356,775	367,211	375,423
August	736.688	241.704	251.512	258,156	278,491	253,310	343,423	361,057	368,437	369,672	379,063
Sentember		216.078	237,226	249,513	271,488	238,212	320,083	329,645	345,858	361,351	
October		237.341	223,943	234,353	265,954	235,515	309,151	334,189	344,557	345,931	
November	- 	212,198	229,655	247,322	282,394	237,001	361,519	327,657	349,567	375,522	
December	va tata	196,038	210,947	228,415	275,006	224,888	312,320	231,946	339,932	338,375	
TOTALS	7	2.643.943	2.681,135	2,798,499 3,084,288	3,084,288		3,741,863	3,741,863 3,997,949 4,060,552	4,060,552	4,206,636	
}		2. 2/2. 2/1					1				

Minus Admin Fees

Low's